

# **BRISTOL COURT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS**

These comprehensive Rules and Regulations as amended, shall be effective immediately upon notice to the Unit Owners along with a copy of the amended Rules and Regulations that shall be given by e-mail, mail, or delivery to the Unit address or to such other address that is on file with the Association.

This comprehensive updating of the Rules and Regulations is approved by the Board of Managers of the Bristol Court Condominium Association by action taken at a duly convened Board meeting on June 24, 2025.

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## **DEFINITIONS**

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order that follows, to (a) its definition as used either in the Declaration or By-Laws; (b) its common usage within the Association; and (c) its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. **Declaration:** The Declaration of Bristol Court Condominium Association, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 29, 1974 as Document No. 22699774 and as amended from time to time.
- B. **By-Laws:** The By-Laws of Bristol Court Condominium Association, attached to and made part of the Declaration as Exhibit B and as amended from time to time.
- C. **Property:** All the real property against which the Declaration has been recorded, including any improvements thereon.
- D. **Act:** The Illinois Condominium Property Act, as amended from time to time.
- E. **Association:** Bristol Court Condominium Association, an Illinois not-for-profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act.
- F. **Board:** The Board of Managers of the Association.
- G. **Rules or Rules and Regulations:** The Rules and Regulations of the Association, as adopted pursuant to the powers granted to the Board.
- H. **Common Property:** The Common Elements of the Association, as defined in the Act and the Declaration.
- I. **Unit:** A portion of the Property that is owned by a Unit Owner.
- J. **Owner or Unit Owner:** The owner or owners of a Unit as revealed by the public records, including Contract Seller, and excluding Contract Purchaser, unless expressly provided otherwise by the Declaration. Where the Unit Owner is a trust, the beneficial owner of the trust and

any person having the exclusive power of direction over the trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person. Where the Unit Owner is a corporation, a shareholder of the corporation (with the explicit authorization from the corporation's Board of Directors) or a Manager (if a limited liability corporation) shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person.

- K. **Member or Member of the Association:** A Unit Owner.
- L. **Resident:** Any person who resides on the Property including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- M. **Common Expenses or Assessment:** Any amount which the Board may assess or levy against a Unit Owner or Unit Owners either individually or collectively, including regular monthly assessments, special assessments and charges or expenses which are levied pursuant to the Declaration, By-Laws or Rules and Regulations.
- N. **Managing Agent or Manager:** The person or entity, if any, employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- O. **Emergency Vehicles:** Ambulances and hospital or medical vehicles of any type; firefighting vehicles of any type; police protection vehicles of any type; snow plowing vehicles; or Permitted Vehicles when being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents, and other persons on the Property.
- P. **Normal Maintenance Hours:** Normal working hours for the Maintenance Staff are 7:45 AM until 5:00 PM, Monday through Friday. Saturday/Sunday 8:00 AM – 5:00 PM. Based on maintenance needs of the Association, staff hours are subject to change.
- Q. **Normal Office Hours:** The Association Office is open Monday, Tuesday, Thursday & Friday – 9:00 AM thru 4:30 PM with an afternoon closure from 12:00PM thru 1:00PM. Wednesday the Association Office is closed. Based on administrative needs of the Association, office hours are subject to change.

## **I. OVERVIEW**

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in these Rules and Regulations. To the extent that the provisions of the applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations in that order.

These Rules and Regulations are binding on all Unit Owners, Residents, their families and guests. Exceptions to the Rules may be made only upon written request by a Unit Owner and the signed approval of the Board or its duly authorized agents.

Unit Owners are fully responsible for the actions of their tenants and guests. Unit Owners may be assessed appropriate fines for any violations as outlined in the Rules and Regulations.

## **II. USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY**

### **A. Alterations**

No alterations of any kind may be made to the exterior of any building, including roofs, siding and the like.

### **B. Antennas**

No antennas of any kind may be attached or mounted to any portion of the Property unless it is done within the Unit Owner's Unit or an indoor area which serves only the Unit Owner's Unit.

### **C. Assessments and Collections**

1. All monthly assessments or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month or as may be otherwise established by Board action. Any payment of the foregoing that is received after the tenth (10<sup>th</sup>) day of the month when the payment is due shall be considered late. Separate Assessments are due on the 15<sup>th</sup> of the month and are late after the 25<sup>th</sup>. All payments received will be applied first to the oldest outstanding charges before being applied to any current charges

even if the payment has been designated for application to a specified obligation.

2. Any payment of less than the full amount of the entire unpaid balance which is due in any given month shall cause the Unit Owner to be subject to a Late Fee for that month. Said charge shall be added to and deemed a part of the Unit Owner's Common Expenses.
3. Under certain and appropriate circumstances, the Board shall have the authority to waive Late Fees that may have been added to a Unit Owner's account.
4. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and By-Laws.
5. Any returned check due to "account closed" or "non-sufficient funds" (collectively, "NSF") shall cause the Unit Owner to be subject to an NSF charge and possibly a late fee.
6. Written receipt for any payments made to the Association will be given only for cash payments.
7. Assessment collection activity shall be governed by the current Assessment Collection Policy established by the Board from time to time. Specific terms of an Assessment Collection Policy shall supplement the Rules and Regulations.

D. **Board Meetings and Association Records**

1. Board meetings are open to all Unit Owners. The date and time for Board meetings is determined by action of the Board from time to time and appropriate notice will be provided to all Unit Owners.
2. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice in writing is provided to the Association. Records may not be used for commercial purposes as governed by the Act.

E. **Common Property**

1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is designated specifically for such purposes.
2. The Unit Owner is responsible for his or her own proper conduct and that of his or her tenants or guests. It will be the Unit Owner's responsibility to know, understand and observe all rules and regulations.
3. Any damage to the Common Property caused by any Unit Owner, Resident or guest shall be the responsibility of such Unit Owner. Such Unit Owner shall be assessed for the cost of repairing such damage.
4. No Unit Owner or Resident shall make any noises in the building or Common Property that disturb the Residents of other Units. This includes but is not limited to sound from televisions, radios, computers and sound systems.
5. No Unit Owner or Resident shall commit any action that will interfere with the rights, comfort and convenience of other Unit Owners or Residents.

F. **Elevators**

1. No one shall hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of the Unit Owners, Residents, and other persons lawfully on the Property.
2. Appliance removal and delivery shall be via the stairwells not the elevator.

G. **Garage / Parking**

1. Except when entering and exiting the garages, garage doors must be kept closed at all times.
2. No exterior alterations may be made to garage doors.

3. Car engines must not be left running for any reason while the vehicle is in the garage.
4. Unit Owners or Residents are permitted to park only in the garage parking spaces that have been deeded to the Unit Owners or for which the Unit Owner has entered into a valid lease with the owner of the parking space.
5. The leasing of garage parking spaces to other Unit Owners or Residents of Bristol Court is permitted. Leasing to those who are not Association Residents is not permitted.
6. Parking is restricted to permitted vehicles only [*refer to Section IV, Vehicle Regulations/Parking*].
7. Passenger Vehicles, bicycles, shopping carts, foldable strollers, and foldable wagons are the only items that may be stored in owners assigned garage space.
8. The attachment of any items to garage walls, pillars or ceilings is not permitted without specific permission from the Association.
9. Car washing, repairs, oil changes or any maintenance of any motor vehicle is prohibited in the garage and on the Common Property.
10. Guest Parking passes must be used for overnight guests. Passes are dated. Passes may be utilized for a maximum of fourteen continuous days for the same vehicle.
11. Backing into outdoor parking spaces along the buildings is prohibited due to exhaust fumes entering units.

H. **Garbage**

1. Garbage chutes may be used only between the hours of 7:00 AM and 10:00 PM.
2. All garbage must be placed in durable plastic bags and tightly secured.
3. Large items of refuse (such as boxes and furniture) must be placed outside at the rear of each building by the boiler room doors Monday through Saturday in the morning. All boxes must be



broken down and flattened. FIRE CODE REGULATIONS PROHIBIT PLACING GARBAGE OR REFUSE IN THE GARAGE AREA OR IN THE BACK HALLS.

4. No paints, liquids or combustible materials may be placed in the garbage chutes.
5. No food or trash waste is allowed in recycling containers. All municipal requirements must be followed for recycling.
6. Electronic devices must be properly disposed of through the Solid Waste Agency of Northern Cook County. Illinois legislation prohibits residents and businesses from landfilling select electronics. Visit SWANCC's website at [www.swancc.org](http://www.swancc.org) for a list of electronics drop off locations.

I. **Improvements or Changes Within Units**

1. Unit Owner shall complete and submit the current Improvements to Unit Form, follow all its requirements, secure all proper permits from the City of Park Ridge (or provide written verification from the City that no permits are required) and receive Association approval **BEFORE** any structural, plumbing or electrical changes are made within the Unit.
2. Unit Owner shall complete and submit the Improvements to Unit Form, follow all its requirements and receive Association approval **BEFORE** any removal and/or installation of cabinets, countertops, appliances, wall tile, ceramic floor tile, slate flooring, carpeting and wood floors or any other modifications to the Unit.
3. Installation of wood flooring must be in accordance with the manufacturers' requirements and must include soundproof underlayment as required by the Association with a sound rating of 70 IIC or better. The Unit Owner will be fully responsible if the floor is not so installed. The Association may require improperly installed flooring to be removed.
4. Work may be performed Monday through Friday, 8:00 AM to 5:00 PM and Saturday, 9:00 AM to 4:00 PM. No work may be performed on Sundays or on Memorial Day, Independence Day or Labor Day. No work shall be performed on the following holidays or the day

before and after: Easter, Thanksgiving, Christmas and New Years Day.

5. Unit Owners are to make arrangements for the removal of all remodeling debris from the Association's property. Should debris removal become the Association's responsibility, the Unit Owner will be assessed all costs for said removal.
6. No items are allowed to be brought in or out through the windows, including but not limited to carpet cleaning hoses. No debris shall be discarded through the windows.
7. All construction work shall be undertaken in full compliance with all provisions of the current Unit Renovation Policy and Procedures adopted by the Board from time to time. Specific terms of the Unit Renovation Policy and Procedures shall supplement the Rules and Regulations.

J. **Insurance**

1. Each Unit Owner must maintain insurance covering his or her personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents or invitees or regardless of any negligence originating from his or her Unit. The covered liability must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. The Unit Owner must provide proof of insurance within ten (10) days of taking ownership of the Unit and thereafter upon renewal.
2. The Association shall be fully reimbursed for all out-of-pocket expenses the Association incurs to repair damages caused by a Unit Owner and/or Resident to Common Elements and other Units. Unpaid expenses shall remain as a lien upon the Unit Owner's Unit until paid in full.

K. **Keys, Locks and Lockouts**

1. Lockouts that require assistance from the Association's Maintenance Staff will only occur from 8:00AM until 5:00PM.

2. Unit Owners who lose their building key, requiring the building to be re-keyed, will be charged a fee as determined by the Board from time to time to defray the cost of re-keying the building.

L. **Landscaping**

1. Any sod or other property damaged by the neglect or abuse of any person on the Property shall be replaced at the expense of the Unit owners and/or Resident who is responsible.
2. Unit Owners or Residents are not permitted to alter, change, or add to the landscaping of the Common Property.
3. Unit Owners and/or Residents are responsible for debris thrown or placed on the grounds or damage to landscaping.
4. Bristol Court grounds are for the enjoyment of all Residents. No barbecues or ball games are permitted on Common Property.
5. Do not feed wildlife such as birds, squirrels, deer, racoons, geese, etc. Feeding leads to public health concerns. Too many animals in one place increases the chance of disease transmission to people and among other wildlife.

M. **Laundry Equipment**

Washers and dryers are not permitted in individual units. The plumbing lines are not adequate to accommodate this additional load. Washers and dryers in any Unit on the date these Rules and Regulations are adopted by the Board must be disconnected and removed from the unit. Arrangements must be made for the Association to remove the connection at the Unit Owner's expense.

N. **Laundry Room**

1. The laundry room is for the use of Bristol Court Residents only.
2. Laundry rooms and equipment may be used only between the hours of 6:00 AM and 11:00 PM.

O. **Lobby and Hallways**

1. Playing in the lobbies and hallways is not permitted.

2. Bicycles are not permitted in lobbies or above the lobby level.

P. **Maintenance**

1. All requests for maintenance during normal business hours must be made through the Association Office.
2. Maintenance inspection of fan coil units takes place twice a year. Unit Owners and/or Residents must allow the Association access for this work.
3. Additional HVAC filters are available for pickup from the Association Office. The cost for the filters shall be as determined by the Board from time to time.

Q. **Meter Rooms**

Doors to meter rooms must be kept closed and locked. Access to the meter rooms shall be only by licensed electricians with Association permission.

R. **Moving and Deliveries**

1. All moving must be scheduled with the Association and take place between the hours of 8:30 AM and 5:00 PM on Monday through Saturday, excluding legal holidays, Christmas Eve, and New Year's Eve. Overtime moves will be assessed a fee based on each half hour or part thereof.
2. Two (2) checks are required for moving in or out. One is for \$250.00 and the other one is for \$250.00 and both are to be made payable to Bristol Court Condominium Association. The \$250.00 check is a non-refundable fee to defray the costs for move preparations. The \$250.00 check will be returned, less any damage caused by the move. Any damages beyond the over the \$250.00 will be billed to the Unit Owner.
3. Proof of insurance is required from all moving companies PRIOR to the scheduled move. It is the responsibility of the owner to supply this to the Association Office WITH THEIR BRISTOL COURT MOVING FORM.

4. For appliance deliveries and when moving in or out, runners must be used to protect the floors. Unit Owners and/or Residents must call the Association Office at least 24-48 hours before the delivery or moving to request the runners and arrange that they be laid down before the time required.
5. For delivery or removal of any large items, runners must be used to protect the floors. Unit Owners and/or Residents must call the Association Office at least 24-48 hours before the delivery or moving to request the runners and arrange that they be laid down.
6. Move-ins, move-outs and delivery of large items must be made through the rear doors of the buildings.
7. No items are allowed to be brought in or out through the windows.
8. All appliances shall be delivered/removed using the stairs. No appliances or oversized items shall be permitted in the elevator.
9. Doors may be propped open only during the actual move or delivery. For security reasons, doors shall not be left propped open for an extended period. Doors that are propped open shall not be left unattended.
10. Overnight storage of PODs shall be allowed only upon receiving Association approval in advance and explicitly subject to duration and location restrictions and other conditions imposed by the Association as established by the Board from time to time. The Unit Owner and/or Resident shall submit to the Association proof of insurance for the delivery company. No POD shall be greater than 8' x 16' in size. The Association shall not be responsible for the POD or its contents while on the premises.

S. **No Smoking Policy**

1. Smoking is prohibited in all interior common areas including garages, laundry rooms, lobbies, party rooms, public washrooms, mailrooms, storage lockers, elevators, stairwells and all hallways. Smoking is allowed in exterior common areas; provided, however, that such smoking shall not be allowed within fifteen (15) feet of any building door (including garage door) or window.

2. Smoking shall be confined to dwelling Units only. Unit entry doors shall be kept closed and all other reasonable attempts shall be made to prevent second-hand smoke from entering Common Property.
3. The smoking of Cannabis in any unit is prohibited.

T. **Owner / Occupant Information**

1. Within three (3) days of closing or, thereafter, fourteen (14) days following the Association's request, all Unit Owners shall complete and submit to the Association a Unit Owner Occupancy Information Form attached hereto as Exhibit "J". The Unit Owner shall update the form in a timely manner from time to time as the information changes.
2. Within three (3) days of closing or, thereafter, fourteen (14) days following the Association's request, all Unit Owners shall complete and submit to the Association a Broadcast Call and Email Program Form attached hereto as Exhibit "K". The Unit Owner shall update the form in a timely manner from time to time as the information changes.
3. The Association shall have the right to require the Unit Owners to submit from time to time certain information regarding the Unit Owners and occupants. Such information may include, without limitation, the names, permanent residence addresses and telephone numbers of all Unit Owners, the names of all occupants, the identity and mailing addresses of all lenders holding a mortgage or trust deed against the Unit, a description of all pets (no dogs are allowed) to be kept within the Units and vehicle identification information. Any expenses incurred by the Association in connection with a Unit Owner's refusal or failure to provide information as required in this section including, without limitation, title search charges and attorney's fees, shall be assessed to the account of the Unit Owner and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses. Unless otherwise provided by law, any Unit Owner who fails to provide address information as required by this section shall be deemed to have waived the right to receive notices at any other address other than the address of his or her Unit, and the Association shall not be liable for any loss, damages, injury, or prejudice to the rights of the Unit Owner caused by any delays in receiving notices resulting therefrom.

U. **Party Room**

1. The Party Room shall be used only for private and noncommercial social functions of the Unit Owners and Residents and for social

and business functions of the Association.

2. Application for use of the Party Room for a private function will be accepted only from the Unit Owner or Resident, must be 21 years or older. The Unit Owner or Resident must be present from the beginning to the end of the function.
3. A Unit Owner who has leased his or her Unit or who does not reside in the Unit on the Property shall be considered to have transferred the right to use the Party Room and other recreational facilities to the Resident of the Unit. The Unit Owner remains fully responsible for the actions of the Residents of the Unit Owner's Unit and their guests.
4. The Party Room may be reserved for a private function by submitting an application to the Association Office. Reservations will be accepted on a first-come, first-served basis. A security deposit is required. The security deposit for use of the Party Room must be submitted along with the application to reserve the Party Room. The amounts for the security deposit and use of the Party Room will be established from time to time by the Board and are available upon request. The security deposit will be returned if the Party Room is cleaned and left in good condition before 9:00 AM the day following the function.
5. The Unit Owner shall complete and submit the current Party Room Use Agreement and Rider and follow all requirements. Specific terms of the Party Room Use Agreement and Rider shall supplement the Rules and Regulations.

6. The Unit Owner or Resident who reserves the Party Room for a private function is responsible for any damage caused to any portion of the Property by anyone at the function. Any damage to any of the areas in the immediate vicinity of the private function shall be assumed to have been caused by a guest at the private function unless the damage had been noted in writing on the application prior to the time the private function begins. Any damage and labor charges necessary to repair the damage will first be deducted from the security deposit. Any additional damage will be assessed to the Unit Owner as a Common Expense.
7. All Unit Owners or Residents who use the Party Room are required to comply with all applicable laws concerning the sale and serving of alcoholic beverages. Any Unit Owner who fails to ensure that there is compliance with ALL applicable laws shall be fully liable for any claims or liability that arise from such failure. All Unit Owners or Residents who use the Party Room agree to indemnify and hold harmless the Association, its Board of Managers, Manager, members, employees and agents from any and all claims, liability, damages and causes of action, including attorneys' fees and costs, which may arise out of the presence of alcoholic beverages on the premises in connection with the Unit Owner's or Resident's use of the Party Room for a private function.
8. The Board shall determine the hours during which the Party Room may be used.
9. All activities, including food service and drinking, must be confined to the Party Room.
10. No coverings of any type may be placed over windows or doorways to obstruct the view from inside or outside.
11. Failure to comply with these and other applicable rules may result in the private function being shut down, loss of security deposit and/or denial of future applications to use the Party Room.

V. **Sale of Personal Belongings**

Estate sales, yard sales and garage sales are prohibited.



V. **Seasonal Decorations**

1. Unit Owners and Residents shall not display any outdoor decorations.
2. Upon receiving Association approval in advance and explicitly subject to duration and location restrictions and other conditions imposed by the Association as established by the Board from time to time, the Unit Owners and/or Residents of a building may decorate the lobby. Only artificial plants may be used. Any damage caused by the decorating shall be repaired by the Association and the Association's cost to repair the damages shall be charged to the responsible Unit Owner. No furniture may be moved, added, or removed from the common areas to accommodate decorations.
3. Decorations that create a safety hazard are prohibited.
4. Live holiday trees, wreaths, etc. are prohibited due to fire safety concerns.
5. Unit Owners and Residents may display decorations that can be placed on a Unit's front door. Any damage caused by hanging decorations shall be repaired by the responsible Unit Owner and/or Resident. If not repaired, the Association will charge the Unit Owner the Association's cost to repair the damages.

W. **Security**

1. All exterior doors or stairwell doors shall not be propped open.
2. Any security equipment (such as cameras and monitors) shall not be altered, tampered with, or damaged.

X. **Signs and Advertisements**

1. Advertising signs for business or commercial activities are prohibited.
2. All notices for Unit sales, Unit rentals and other similar matters shall be placed on the bulletin boards in the laundry rooms subject to guidelines adopted by the Board from time to time. Notices

posted in mailrooms and lobby areas will be removed without notice.

3. Realtor signs (i.e., For Sale, For Rent, Open House etc.) are prohibited on the property.

Y. **Storage Lockers**

1. Storage lockers are for the exclusive use of the Bristol Court Resident to whom the locker is assigned. Each Unit Owner is permitted the use of only one locker.
2. The Association shall maintain and repair the storage lockers at the Unit Owner's expense.
3. Storage of gasoline, propane tanks or any other flammable material in the storage locker is prohibited. Storage of explosives, ammunition, guns or any potentially harmful or hazardous item is prohibited.
4. All storage lockers assigned to Bristol Court Residents must be locked. The lock must be provided and maintained by the Resident.
5. Items found outside the storage lockers will be removed and disposed of without notice.

Z. **Telephone and Cable Wiring**

1. Telephone and cable connection boxes are located in the boiler rooms. Cable splitter boxes are located in the parking garages. The Association Office must be contacted for access to the boiler rooms. All connections by telephone and/or cable companies are to be performed during normal maintenance hours. After-hour work that requires Maintenance staff for access or to be present will be subject to a charge as determined by the Board from time to time.
2. The Association Office must be contacted for written instructions and a letter of permission prior to the installation of any cable wiring. Cable wiring routed on the outside of buildings must be contained in the channels mounted adjacent to the bay windows.

Core drilling for cable through brickwork or gray panel system is prohibited.

AA. **Waterbeds and Hot Tubs**

Installation and use of waterbeds and hot tubs at Bristol Court is prohibited.

III. **PET RULES**

A. **PETS**

1. No dogs are permitted within the condominium property.
2. No pet may be left unattended outside a Unit at any time.
3. Pets shall not be permitted to defecate on any Common Property. Pet owners must clean up after their pets immediately should an accident occur on Common Property.
4. Pets shall be controlled to avoid creating a nuisance anywhere on the property. No pet shall be allowed to create a nuisance or unreasonable disturbance. No pet shall be allowed to damage any Common Property or the property of any other resident.
5. Cat litter **MUST BE** wrapped securely and placed in the garbage chute.
6. Visitors are not permitted to bring their pets onto the premises when visiting Unit Owners or Residents.
7. Any Unit Owner or Resident who has been found guilty of more than two (2) violations of these pet rules shall be considered liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Once established, the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner or Resident to have the pet removed permanently from the Property upon three (3) days' written notice to the Unit Owner from the Association or its duly authorized agents.

B. **SERVICE DOGS AND EMOTIONAL SUPPORT ANIMALS (ESA)**

1. Provide current photograph and written description of the animal (e.g., weight, size, breed, etc.) and proof of animal compliance with state, local, and ordinance pet laws, and vaccinations. Vaccinations will be required yearly. The above information will be verified by BCCA Law Firm prior to ESA arrival. (see **Service Dog and Emotional Support Animal Checklist** attached as Exhibit “L”)
2. The special exemption granted to you to the BCCA’s prohibition of animals is applicable only to the dog being kept in your unit. If that animal dies, is removed from the building, or otherwise becomes unavailable, a replacement animal may not be kept without new paperwork. (see **Service Dog and Emotional Support Animal Checklist** attached as Exhibit “L”)
3. Animal waste will be picked up immediately, wrapped in a plastic bag, and disposed of down the garbage chute.
4. When in common areas of BCCA, ESA/Service dogs must be on a leash. The leash must not exceed 6 feet in length.
5. Once the pet/animal has been registered with the BCCA office, a collar tag will be provided which must be worn when the pet/animal is on common property.
6. Owners are responsible for any damage caused to common property.
7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
  - a) Pets whose unruly behavior causes personal injury or property damage.
  - b) Pets who make noise continuously for ten (10) minutes or more to the disturbance of any person at any time day or night.
  - c) Pets in indoor or outdoor common areas are not under the complete physical control of a responsible human companion and on a handheld leash of not more than six (6) feet long.
  - d) Pets who relieve themselves on walls or floors of common areas.

- e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- f) Pets who are conspicuously unclean or parasite infested.

#### IV. **VEHICLE REGULATIONS / PARKING**

##### A. **Permitted Vehicles**

The following vehicles are permitted:

1. Passenger-type vehicles with passenger plates, provided the vehicle can be driven into the garage under normal load conditions and into a garage stall without extending beyond the columns.
2. Sport utility vehicles (SUVs), lightweight and pickup trucks, vans, and recreational vehicles the dimensions of each not exceeding 77 inches in height, 81 inches in width, and 224 inches in length and provided that the vehicle can be driven into the garage under normal load condition and into a garage parking space without extending beyond the columns.
3. Motorbikes or motorcycles that are registered and licensed to be ridden on public roads and highways.
4. Association service vehicles.

##### B. **Non-permitted Vehicles**

The following vehicles are not permitted:

1. All vehicles other than those defined above as Permitted Vehicles.
2. Any vehicle that is used for business purposes, whether or not it carries commercial plates or markings.
3. Any vehicle without current, valid vehicle license plates and appropriate municipal vehicle sticker (if required). These include but are not limited to ATV's, scooters, hover boards and similar vehicles.

C. **Abandoned Vehicles**

Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for thirty (30) consecutive days or more; or which does not have current, valid vehicle license plates and appropriate municipal vehicle sticker (if required); or a Bristol Court sticker; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned shall not be allowed on the Property.

D. **General Rules Regarding Vehicles**

1. Permitted vehicles must be registered in the name of a Unit Owner or Resident. A copy of vehicle state registration must be given to association office each year upon renewal of license plate.
2. Permitted vehicles may not have commercial license plates, lettering, advertisements and/or artwork or ladder racks on the exterior surfaces. Load beds must be empty, clean, and free of debris.
3. All permitted pickup trucks, vans, motorbikes, and motorcycles must park in the rear of the buildings or in the Unit Owner's or Resident's garage parking space when on the Property.
4. Permitted vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property. All vehicles shall be parked within permitted limits or within the lines or other marked boundaries for such vehicles.
5. All vehicles are restricted to paved surfaces, including the streets, courts, driveways, and parking areas on the Common Property. There shall be no parking or routes of passage across any other portions of the Common Property including, but not limited to, all lawn areas, sidewalks, and fire lanes. Vehicles shall not be parked, maintained, or stored in a manner that interferes with ingress to or egress from a driveway or other portion of the Common Property.

6. Parking or storage of non-permitted vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes so long as such parking is only for the period of time necessary to provide the commercial services requested by a Unit Owner, Resident, or the Association.
7. Commercial vehicles are banned from the premises from 6:00 PM to 8:00 AM except for emergency vehicles and under emergency circumstances.
8. Parking between the "Fire Lane" signs is prohibited at all times. Parking within 15 feet of a fire hydrant is prohibited at all times. These are fire code regulations. Any vehicle parked in a fire lane or within 15 feet of a fire hydrant is subject to ticketing by BCCA and/or the Park Ridge police.
9. Trailers, campers, mobile homes, and mini-mobile homes are not permitted to park anywhere on the Property.
10. The owner of any non-permitted vehicle as defined herein which is parked in violation of any rule shall be subject to a fine. Fourteen days after the owner of the abandoned vehicle has been notified, the vehicle will be towed. All expenses (towing, storage, etc.) will be paid by owner of said vehicle. Further, the Unit Owner shall be responsible and liable to the Association for any rule violation by any tenant, guest or invitee of said Unit Owner.
11. No vehicle may be parked in such a manner as to impede entrance or exit from the garage or any door.
12. All vehicles must be operated in a manner as to assure safety of pedestrians. Speed in excess of 15 miles per hour is prohibited.
13. Parallel parking behind the buildings is prohibited.
14. Every Resident must display a Bristol Court Sticker, which is to be placed on the rear window, lower left-hand side (driver's side) of the vehicle. If the vehicle cannot accommodate the sticker for some reason, the sticker is to be placed on the passenger side window towards the rear of the vehicle.

15. During and after a predicted snowfall or upon notification from the Association about an expected snow event all vehicles must be removed from the streets for a minimum of two days after the snowfall stops to facilitate snow removal.
16. Guest Parking passes must be used for overnight guests. Passes are dated. Passes may be utilized for a maximum of fourteen continuous days for the same vehicle. Guest passes can be obtained from the BCCA office.

E. **Enforcement**

1. The provisions set forth in this section supplement but do not replace the Policies and Procedures Regarding Enforcement which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these Vehicles Regulations, the Board or its duly authorized agents shall send a Notice of Violation to the Unit Owner or Resident or shall affix a Parking Violation Notice to the vehicle. Any Parking Violation Notice that is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit "D". Any Parking Violation Notice under these Vehicle Regulations also shall be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of whether both types of notice are sent to the Unit Owner.
3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
  - a) Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit "E". The Association shall keep all such records of violations in the manner designated by the Board.
  - b) Identify or attempt to identify the Unit Owner or Resident whose vehicle is causing the violation or whose guest or invitee is causing the violations.



- c) Identify or attempt to identify the vehicle owner, if not a Unit Owner or Resident, and notify that owner of the violations.
  - d) Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
  - e) Have the vehicle towed without notice. In particular (but not as an exhaustive list), a vehicle that has been abandoned or is parked in violation of any fire code or other municipal regulation, obstructing an entrance to a building, parallel parking behind a building or so as to interfere with snow removal operations in any way and at any time of day may be towed immediately without notice. In addition to being towed, the Unit Owner may be subject to fines and costs incurred by the Association related to the violation.
- 4. After receiving notice of a violation or when a Parking Violation Notice has been affixed to a vehicle, the Unit Owner or Resident must follow the procedures set forth in the Policies and Procedures Regarding Enforcement or the violations will be deemed admitted.
  - 5. The Board may designate one or more persons to send Notices of Violations and to affix Parking Violation Notices on vehicles.

## **V. CLOSINGS AND TRANSFERS OF OWNERSHIP**

- A. In the event of the sale of a Unit the following rules shall apply except when they are in conflict with the Illinois Condominium Act, in which case the provisions of the Act shall control.
- B. As required by Section 22.1 of the Act, the Association shall provide the required information to any Unit Owner who requests it. The information shall be in a form similar to that attached hereto as Exhibit "F". As required by the Act, the information shall be provided only:
  - 1. when requested in writing by the Unit Owner or his or her agents; and
  - 2. within thirty (30) days of the request.

The Association may charge a fee in the amount of ten cents (\$0.10) per page for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided in less than the thirty (30) day period provided by the Act, the Association will charge the Unit Owner an additional fee. The additional fee shall be calculated by taking the difference between thirty (30) days and the number of days remaining until the information must be provided and by multiplying that figure by ten dollars (\$10) per day.

- C. As required by Section 18(h) of the Act, the Association shall provide any Unit Owner, upon ten (10) day notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service. Presently that fee is set at twenty-five dollars (\$25) per request, but it can change from time to time as determined by the Board. In the event a request is made which requires this information to be provided in less than the ten (10) day period provided by the Act, the Association will charge the Unit Owner an additional fee. The additional fee shall be calculated by taking the difference between ten (10) days and the number of days remaining until the information must be provided and multiplying that figure by ten dollars (\$10) per day.

When the Association is requested by a Unit Owner to provide a letter showing the status of assessment, the letter provided shall be substantially in the form as set forth in Exhibit "G".

- D. The Association has a "right of first refusal." Anytime a Unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. The prospective owner shall be contacted by a letter and shall be required: a) to supply the information requested therein and b) to meet with representatives of the Association as determined by the Board. Such letter shall be substantially in the form set forth in Exhibit "H". All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. A separate letter (in the form which is attached hereto as Exhibit "I") from the Association waiving the Association's right of first refusal must be obtained in order to transfer ownership of any Unit. This waiver will not

be provided unless the requested information has been completed and returned in accordance with Paragraph 7 of the Declaration.

FAILURE TO COMPLETE AND RETURN THE INFORMATION STATEMENT WILL PRECLUDE ISSUANCE OF THE ASSOCIATION'S WAIVER OF THE RIGHT OF FIRST REFUSAL AND WILL SUBJECT ANY NEW UNIT OWNER TO ALL COSTS AND EXPENSES INCURRED BY THE ASSOCIATION TO OBTAIN THE INFORMATION.

In the event a Unit Owner fails to cooperate with the Board in providing this information, the Board also may suspend the rights and privileges of ownership as to that Unit Owner, including but not limited to voting rights, until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorney's fees, shall be assessed to the account of that Unit Owner as a Common Expense.

- E. Fees for preparation of Closing Packet Documents shall be as set by the Board from time to time.
- F. Fees for preparation of Re-finance Documents shall be as set by the Board from time to time.
- G. Unit Owners shall supply the Association with data base information and certificate of insurance no later than three days after closing.

## **VI. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS**

- A. All Unit Owners who do not reside in a Unit Owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information shall be assessed to that Unit Owner as a Common Expense. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting therefrom.

- B. No Unit Owner may lease less than the entire Unit nor may the Unit be leased for transient or hotel purposes. Every lease must be for a period of at least twelve (12) months.
- C. Pursuant to Paragraph 7(a) of the Declaration, the Association is vested with a right of first refusal relative to the leasing of Units. Any Unit Owner intending to lease his or her Unit must obtain from and submit to the Association not less than thirty days prior to the intended lease commencement date the Notice of Intent to Lease Unit form along with a copy of the proposed lease reflecting all of the intended lease terms. The Association then will consider exercising its right to step into the position of the tenant and enter into the lease. Unless the Unit Owner is notified within twenty (20) days following submission of the lease information that the Association shall exercise its right, the Association's right of first refusal shall be deemed waived.
- D. Every Unit Owner intending to lease a Unit shall give prior notice to the Association of such intention whereupon the Unit Owner shall be given a BCCA Leasing Packet. This form shall be included in the lease as a Rider and shall be signed by all the parties executing the lease.
- E. All leases shall be in writing and shall be subject in all respects to the provisions of the Declaration (including By-Laws) and the Rules. The Unit Owner shall provide the tenant(s) with copies of the Declaration (including By-Laws) and Rules. The Unit Owner and all of the tenants must sign both the lease and rider. The BCCA Leasing Packet on file with the Association must be updated in the event new residents occupy the unit. A lease or renewal/extension document must be on file in the Association Office at all times when the unit is rented.

The Unit Owner shall submit the following signed documents along with the signed lease and rider: Intent to Lease, Acknowledgement of Tenant Obligations and Association Rights Under the Association Documents, Move-In / Move-Out Form (with Certificate of Insurance attached if moving company involved); Moving Instructions / Deliveries and Elevator Usage; and Occupant Information Form, as well as any other forms in the BCCA Leasing Packet as approved by the Board.

Unit Owners shall comply with any leasing and disclosure requirements imposed by City of Park Ridge ordinances and any other governmental requirements applicable to the leasing of the Unit and shall submit any

documentation and pay any required governmental fees to the municipality.

Unit Owners are responsible for the actions of their tenants.

- F. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board in its discretion shall determine what action or actions should be taken against the Unit Owner or Tenant, as the case may be. When the Board in its discretion determines that a violation or series of violations warrants termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- G. All expenses of the Board in connection with any violations under these rules shall be assessed to the account of the Unit Owner responsible as a Common Expense.
- H. All Unit Owners who do not occupy their Units shall deliver to the Association a copy of the signed lease (or a memorandum of lease terms if the occupancy arrangements are by an oral lease) not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. Any expenses incurred by the Association in obtaining these documents (including, without limitation, legal fees and costs) or the information obtained therein shall be charged to the account of the Unit Owner.

## VII. **ENFORCEMENT POLICIES AND PROCEDURES**

- A. The following procedures shall be followed for enforcement of these Rules and the Association's governing documents:
  - 1. If a Unit Owner or resident is believed to be in violation of any of the provisions of the Association's Declaration, By-Laws, Rules and Regulations or other governing documents, a signed, written complaint shall be submitted to the Association by a Unit Owner, resident or member of the Board on the Violation Report attached as Exhibit "A" or in substantially similar form.
  - 2. Upon the Association's receipt of a complaint alleging conduct that the Board deems to be a potential violation, the Association shall deliver notice of the violation to the Unit Owner and/or resident. The Association's Notice of Violation is attached as Exhibit "B."

3. If a Unit Owner or resident either believes that no violation has occurred or that he or she has been wrongfully or unjustly charged with a violation, the Unit Owner or resident must within twenty-one (21) days after notice of the violation has been served upon the Unit Owner or resident deliver to the Association a written request for a hearing concerning the alleged violation. If a request for a hearing has been delivered as required herein, a hearing on the alleged violation shall be held before the Board or a duly authorized committee or commission, at a time, place and location to be determined in the sole discretion of the Board; provided, however, that the hearing shall, to the extent possible, be conducted no later than twenty-eight (28) days after delivery of the hearing request.
4. If no request for a hearing has been submitted within the aforementioned twenty-one (21) day period, the hearing shall have been considered waived, the allegations in the notice of violation shall be deemed admitted by default and appropriate punitive action, if deemed necessary by the Board, may be imposed. The Unit Owner or resident shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.
5. Nothing herein stated shall be deemed to preclude the Board from automatically scheduling a hearing in the absence of a hearing request from the Unit Owner or resident. In the event that the Board schedules a hearing in this manner, the Association shall deliver to the Unit Owner or resident notice of the violation hearing. The Association's Notice of Violation and Hearing is attached as Exhibit "B-1". The hearing shall be held before the Board, at a time, place and location to be determined in the sole discretion of the Board.
6. A Unit Owner or resident accused of a violation will have the opportunity to defend himself or herself at the violation hearing. If the Unit Owner or resident will be having a lawyer appear with him or her at the hearing, the Board must be notified not less than five (5) business days in advance to allow the Board to determine whether or not to arrange for one or more of the Association's attorney to attend to assist the Board. All hearings will proceed with or without the presence of the accused person or Unit Owner, so long as notice has been sent in advance.
7. Notwithstanding the foregoing, the Board, in its sole discretion, may, but shall have no obligation to, issue a warning notice in lieu

of a Notice of Violation or Notice of Violation and Hearing in cases where a violation has been or promptly will be corrected.

B. The following sanctions shall apply to violations of these Rules and the Association's governing documents:

1. If any Unit Owner or resident is found guilty of a violation, the Board will notify the guilty party by issuing a Ruling on Violation Report or use of a substantially similar method of notification and a fine may be charged to the assessment account of the Unit Owner of the unit in which the guilty person resides or is/was a guest or invitee. The Ruling on Violation Report is attached as Exhibit "C". Fines are to be collected with the monthly assessments. The Unit Owner also shall pay the amount of any legal fees and costs incurred by the Association in connection with the violation and all costs, damages, expenses and other charges attributable to or resulting from the violation.
2. The Unit Owner shall pay all fines and/or other charges assessed within thirty (30) days of notification that such charges are due. Failure to make payment within this time period shall subject the Unit Owner to all of the legal and equitable remedies available for the collection of assessments.

C. Fines shall be imposed as follows:

1. For violations described in the Fines and Fees Schedule chart attached hereto as Exhibit 1, the fines and sanctions listed there shall be used.
2. For those violations not described in the Fines and Fees Schedule chart attached hereto as Exhibit 1 Fines and Fees, the following fine schedule shall be used: \$50.00 for the first violation, \$75.00 for the second violation of the same rule within a twelve-month period and \$100.00 for each subsequent violation of the same rule within a twelve-month period.
3. For violations not described in the Fines and Fees Schedule chart attached hereto as Exhibit 1 Fines and Fees that create a hazard to the health, safety and welfare of the Unit Owners and residents of the property, the Board may impose fines not to exceed \$500.00 for each violation.

4. For violations of a continuing nature, the Board may impose daily or weekly fines that accrue until the violation has been corrected.
  5. For violations relating to vandalism and/or intentional or reckless destruction of the Common Elements, the Board may impose fines not to exceed \$500.00 plus repair costs.
- D. Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- E. The remedies hereunder are not exclusive. In the event of any violation of the Declaration and By-Laws or these Rules, the Board reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy.
- F. Time is of the essence of this policy. Notices are deemed served either:
1. By personal delivery at the time of delivery; or
  2. By mail two (2) days after the notice is deposited in the United States Postal Service for delivery to the Unit Owner at the Unit address or to such other address as the Unit Owner shall have previously filed with the Association, provided that the notice has been sent: a) by regular first class and has not been returned to the Association undelivered, or b) certified mail, return receipt requested, postage prepaid and the return receipt has been signed. For Units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust. For Units owned by corporations, the notices may be sent to the corporation's registered agent or to such address as has been provided to the Association by the corporation or manager (if a limited liability corporation).



**BRISTOL COURT CONDOMINIUM ASSOCIATION**

**EXHIBIT 1**

**APPROVED FINES and FEES**

<b>FINES</b>		<b>FEES AND REPLACEMENT COSTS</b>	
<b>Common Area Violations</b>		<b>Documents</b>	
alterations to landscaping	\$ 100	Copy of BCCA Rules/Regulations	\$ SO
antennas	\$ 1,000	Copy of BCCA Declaration	\$ 100
additions to decor (except holiday)	\$ 100	Re-finance Paid Assessment Letter	\$ SO
smoking	\$ 300	Mortgage Questionnaire	\$ 100
ball playing	\$ 100	Sellers Packet	\$ 200
littering	\$ 100	Copy of Meeting Minutes	\$ 25
grills/BBQ	\$ 300	Copy of Audit	\$ 25
HVAC inspection - no access	\$ 100		
mis-use of party room	\$ 100		
<b>IMPROVEMENTS TO UNITS</b>		<b>Administrative</b>	
Failure to file forms	\$ 500	Late Assessment	\$ 75
non-approved improvements	\$ 500	NSF Check	\$ SO
violation of work hours/days	\$ 250	Moving charge (non refundable)	\$ 250
failure to remove debris off property	\$ 250	Moving deposit	\$ 250
use of windows	\$ 250		
insurance certificate not provided	\$ 100		
installation of laundry equipment	\$ 250		
hook-ups for laundry equipment	\$ 250		
<b>Garage Violations</b>		<b>Miscellaneous</b>	
storage of non permitted items	\$ SO	Garage door remote	\$ 40
vehicle maintenance/ washing	\$ 100	HVAC filter - small	\$ 5
vehicle left idling	\$ 100	HVAC filter large	\$ 10
<b>Vehicle Violations</b>		<b>Keys and Locks</b>	
no BCCA sticker displayed	\$ 100	Building key	\$ 15
non-permitted vehicle	\$ 100	Mailbox lock and keys	\$ 40
parking violation	\$ 25	Rekeying building	\$ 1,000
abandoned vehicle	\$ 100		
<b>Moving Violations</b>		<b>Windows</b>	
unscheduled move	\$ 300	Handle replacement	\$ 30
Sunday/holiday move	\$ 300	Operator replacement	\$ 60
moving through front doors	\$ 500		
insurance certificate not provided	\$ 100		
<b>Insurance Violations*</b>		<b>Fines (continued)</b>	
certificate not on file	\$ 75	Tampering w/security camera	\$ 250
2nd notice for certificate	\$ 75	Leaving entry doors propped open	\$ 100
		Posting signs	\$ 100
<b>Leasing Violations*</b>		Lock boxes	\$ 100
lease not on file	\$ SO	Non-approved pets	\$ 500
2nd notice for lease	\$ 100	False fire alarm	\$ 250

\* Fines begin 14 days after initial notification

## EXHIBIT "A"

### BRISTOL COURT CONDOMINIUM ASSOCIATION VIOLATION COMPLAINT - WITNESS STATEMENT

Please Print or type. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

#### INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Witness Name	Address	Unit No.	Phone No.
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Names, Addresses, Unit Numbers and Phone Numbers of any other Witnesses.

#### INFORMATION CONCERNING VIOLATOR

Violator's Name	Address	Unit No.	Phone No.
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Name, Address, Unit Number and Phone Number of Unit Owner, if different.

#### INFORMATION CONCERNING VIOLATION

Violation Date	Time	Location
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**Paragraph 11(f) of Declaration and Section V paragraph A and H of Rules/Regulations**

Section(s) of Declaration, By-Laws or Rules and Regulations which was violated.

Witness Observations:

Were any photographs taken?      DYes      ☐ No ByWhom:

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

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

Signature

Date Signed

**EXHIBIT "B"**

**BRISTOL COURT CONDOMINIUM ASSOCIATION  
NOTICE OF VIOLATION**

**SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR FIRST CLASS U.S.  
MAIL AND HAND DELIVERED TO DOOR**

DATE OF NOTICE: \_\_\_\_\_, 20\_\_

UNIT OWNERS/OCCUPANTS

AND UNIT ADDRESS: \_\_\_\_\_

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

Pursuant to Section 18.4(1) of the Illinois Condominium Property Act (the "Act"), you are hereby notified that you are charged with a violation of the Act and/or the Declaration, By-Laws and/or Rules and Regulations for the Bristol Court Condominium Association.

It has specifically been alleged that you have engaged in the following conduct:

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

If verified, the alleged conduct would be in violation of \_\_\_\_\_

\_\_\_\_\_

Please be advised that you must take the actions specified in the Enforcement section of the Rules and Regulations if you believe the charge(s) is/are unjustified. PURSUANT TO THE RULES AND REGULATIONS, IF YOU FAIL TO REQUEST A HEARING WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF THIS NOTICE, YOU WILL BE FOUND TO BE IN VIOLATION BY DEFAULT. A HEARING MUST BE REQUESTED IN WRITING AND MUST, WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF THIS NOTICE, BE RETURNED TO THE ASSOCIATION, 2300 WINDSOR MALL, PARK RIDGE, IL 60068. THE FORM ON PAGE 2 OF THIS EXHIBIT "B" CAN BE USED FOR THAT PURPOSE.

Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration, the By-Laws and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees may be assessed against the Unit Owner's account.

**BOARD OF MANAGERS**

**EXHIBIT "B"**  
**PAGE TWO**  
**REQUEST FOR HEARING**

I hereby request a hearing on the allegations made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit Owner's Name (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_, 20\_\_  
Date

**EXHIBIT "B-1"**

**BRISTOL COURT CONDOMINIUM ASSOCIATION  
NOTICE OF VIOLATION AND HEARING**

**SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR FIRST CLASS U.S.  
MAIL AND HAND DELIVERED TO DOOR**

DATE OF NOTICE: \_\_\_\_\_, 20\_\_

UNIT OWNERS/OCCUPANTS

AND UNIT ADDRESS:

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

Pursuant to Section 18.4(1) of the Illinois Condominium Property Act (the "Act"), you are hereby notified that on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_M., at \_\_\_\_\_, Park Ridge, Illinois, the Board of Managers of the Bristol Court Condominium Association shall convene for the purpose of conducting a hearing regarding your alleged violation of the Act, the Declaration, the By-Laws and/or the Rules and Regulations.

It has specifically been alleged that you have engaged in the following conduct:

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

If verified, the alleged conduct would be in violation of \_\_\_\_\_

\_\_\_\_\_

You are strongly encouraged to attend the above-mentioned hearing. The hearing will provide you with the opportunity to address the allegations that have been made against you and to explain any relevant circumstances which may exist. Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration, the By-Laws and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Unit Owner's account.

**BOARD OF MANAGERS**

**EXHIBIT "C"**

**BRISTOL COURT CONDOMINIUM ASSOCIATION  
RULING ON VIOLATION REPORT**

DATE: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Board of Managers conducted a hearing concerning your alleged violation of the Declaration, By-Laws and/or Rules and Regulations of the Association regarding:

\_\_\_\_\_

The Board has taken the following action or actions:

- ☐ The Board has determined that no violation occurred.
- ☐ The Board has determined that a violation has occurred. Since the violation has been corrected, this warning notice is being issued instead of a fine.
- ☐ The Board has determined that a violation has occurred. A fine in the sum of \$\_\_\_\_\_ has been assessed against your Unit account.
- ☐ The Board has determined that a violation creating a hazard to the health, safety and welfare of the Unit Owners and residents of the property has occurred and a fine in the amount of \$\_\_\_\_\_ has been assessed against your unit account.
- ☐ The Board has determined that a violation of a continuing nature has occurred and is occurring. Accordingly, effective \_\_\_\_\_, a daily fine in the amount of \$\_\_\_\_\_ will be assessed against your unit account until the violation has been corrected.
- ☐ As a result of the violation, costs and/or legal fees in the amount of \$\_\_\_\_\_ have been incurred by the Association and these expenses are being charged against your unit account.
- ☐ Legal proceedings may be instituted if further violations occur.
- ☐ Other: \_\_\_\_\_

BOARD OF MANAGERS



# BRISTOL COURT

## CONDOMINIUM ASSOCIATION

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2300 Windsor Mall· Park Ridge, IL 60068 • Phone 847-698-3313 • Fax 847-655-6030  
E-mail: office@bristolcourt.org • Website: BRISTOLCOURT.ORG

**Exhibit "f"**

Date:

To:

Re:

Dear Unit Owner and Prospective Unit Owner:

Pursuant to the Illinois Condominium Property Act, (Illinois Revised Chapter 30, Section 322.1) regarding resale of Units, we are providing the following information in response to your written request within thirty (30), days of the receipt thereof for which the Unit Owner is being charged a fee of \$.10 per page. **Under the Association's Rules if the request was received less than thirty (30) days from the date due, the Unit Owner will be charged a fee of \$10.00 per day for each day under the thirty-day period.**

Enclosed with this report you will find the following information regarding the Association:

1. A statement of the financial condition of the Association, for the last fiscal year for which such statement is available.
2. The current budget of the Association.

As of this date, the following liens have been filed against the Property (indicate the source, nature and amount of the lien and what steps are being taken to have it removed). If none, so indicate:

**NONE**

3. The Association had approved the following capital expenditures, upon which work has not begun or for which the bill has not been paid. (If none, so indicate):

**See Approved 20\_ Budget, herewith.**

- a. In addition to the above, the Association anticipates the necessity for the following capital expenditures over the present or the next two (2) succeeding fiscal years. (If none, so indicate)

**See Disclosure Letter, herewith.**

- b. The Association has capital expenditures reserves of \$ \_ \* . Of this amount, \$ \_ \* \_ has been designated for specific projects and dollar amounts are as follows (if none, so indicate):

**Current Operating Statement herewith.**



4. The Association has the following pending lawsuits or judgments (indicate parties, nature of action, relief sought, and dollar amount involved). (If none, so indicate):

**NONE**

5. The Association carries the following insurance coverage (Please note: Unit Owners have the responsibility for liability insurance on the unit and for insuring their personal property and decorating, including, but not limited to, such items as painting, paneling carpeting, etc.)

a. Property Damage: \$ \_\_\_\_\_ \* \_

b. Legal Liability (common areas): \$ \_\_\_\_ \* \_\_\_\_ \_

c. In addition, the following insurance coverage, if any, is provided to all Owners (if none, so indicate):

**\* Contact Insurance Agent:**

**DCI Insurance Agency  
Dave Constantine, CIC, CRM  
11532 W. 183<sup>rd</sup> Place, Suite SW  
Orland Park, IL 60467  
708-478-2770**

6. As of this date, it is in good faith believed that any improvements or alterations made by the current and prior Unit Owner to the Unit or the Limited Common Elements assigned to the Unit are in compliance with the condominium instruments, except as follows: **NONE OR LIST OR ATTACH LIST OF KNOWN VIOLATIONS.** *(Please note that the Association has made no inspection of the Unit or the Limited Common Elements assigned to the Unit for any such violations.)*

7. The monthly assessment on the unit you are purchasing is \$ \_\_\_\_\_. As of the date of this report the amount of **\$0.00\*\*\*** in total assessments remains unpaid. In addition, \$ \_\_\_\_\_ \*\*\* in other fees, costs and expenses remains unpaid.

**\*\*\* See Preparer's Statement.**

**Please note: this information is valid as of the above date. The Association makes no representation as to any changes or events which take place after the above date, including, but not limited to, unpaid assessments or fees.**

Sincerely,

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Phillip J. Lavery  
Property Manager  
Bristol Court Condominium Association  
2300 Windsor Mall  
Park Ridge, IL 60068

**\*\*\* See separate statement attached for Preparer's Fee, this is due from seller.**

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### Paid Assessment Letter and Statement of Account

Exhibit "G"

Date:

To:

Re:

Dear Unit Owner:

You have asked us for a statement of account for unpaid assessments or other charges due to Bristol Court Condominium Association on the above identified unit. The monthly assessment on the above referenced unit is \$ \_\_\_\_\_. In answer to your inquiry, the Association's records indicate that assessments have been paid through the month of \_\_\_\_\_. **The Assessment balance due as of this date is \$0.00.** Any and all water bills are paid through the association and are current. In addition, \$ \_\_\_\_\_ in other fees, costs and expenses remains unpaid per Preparer's Statement (attached).

**Refer to letter dated December 10, 2014 pertaining to Long Term Improvement Special Assessment. The total amount of the special assessment for the above referenced unit is \$ \_\_\_\_\_. To date, the outstanding balance is \$ \_\_\_\_\_ whereas (per the sales contract) the remaining amount of the special assessment will be paid by the \_\_\_\_\_**

### NOTICE

The Unit HAS NOT been inspected for any potential violations, unless otherwise noted and any conveyance would not waive any such violations.

The seller is responsible for providing a copy of the Declaration, By-Laws and Rules and Regulations to the purchaser at the time of closing. **If the Declaration By-Laws and Rules and Regulations are not available to the purchaser at time of closing, a certified check, money order title company or lending institution check may be made payable to the Bristol Court Condominium Association.** When this is mailed

**to the Bristol Court Condominium Association at 2300 Windsor Mall - Office, Park Ridge, Illinois 60068, in the amount of twenty-five dollars (\$25.00) for Rules and Regulations and one hundred dollars (\$100.00) for Declaration and By-Laws. The Association will forward copies of the Declaration, By-Laws and Rules and Regulations to the purchaser. This check must reflect the address and Unit number of the property involved.**

Association, waiving the Association's "Right of First Refusal," must be obtained in order to transfer any unit. This waiver will not be provided unless the requested information has been completed and returned in accordance with Paragraph 7 of the Declaration.

**Failure to complete and return the information statement will preclude issuance of the Association's Waiver of the Right of First Refusal, and will subject any new Unit Owner to all costs and expenses incurred by the Association to obtain the information.**

Very Truly Yours,

--reJ,ty ☐ la

Phillip J. Lavery  
Property Manager  
Bristol Court Condominiums  
2300 Windsor Mall  
Park Ridge, IL 60068

847-698-3313

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**Exhibit "H"**

### Ownership Information for

\_\_\_\_\_/\_\_\_\_\_  
Address Unit

### NOTICE

This document has been supplied to give you notice of the Association's Declaration which has been recorded against the property, provides that all purchasers of units, upon acceptance of a deed, agree to be bound by the provisions of the Declaration, Bylaws and Rules & Regulations of the Association, including such rules related to parking, pets and uses of the units. The Declaration further provides that you are obligated to pay all regular and separate assessments to the Association, as well as other lawful charges levied pursuant to the Association document, even if you feel that the Association has not provided necessary services. The Association will charge you the costs and expenses of collecting any unpaid Assessments, and or other charges, including attorney's fees.

PLEASE PRINT.

\_\_\_\_\_  
Name of new owners as it will appear on Deed.

\_\_\_\_\_  
Name of Trustee Bank

\_\_\_\_\_  
Trust Beneficiaries

\_\_\_\_\_  
New Owner Address if different from property address

\_\_\_\_\_  
Mortgage Bank

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### Association's First Right of Purchase

**Exhibit "I"**

Date:

To:

Re:

Dear Unit Owner:

In accordance with Paragraph 7 (a), of the Declaration for Bristol Court Condominium Association, the present owner has provided written notice to the Association Board of Directors of the terms of completed sale (lease), together with the name, address and financial and character references of the proposed purchaser (lessee), and other information concerning the proposed purchaser (lessee), required by the Board of Directors. The Board of Directors, in accordance with the Declaration, has fully reviewed the material provided.

The members of the Board of Directors, acting on behalf of the other owners, have elected to waive the First Right and option to purchase (lease), the above identified unit as provided in Paragraph 7 (a) and Certificate is tendered pursuant to Paragraph 7 (a).

Please note that if the present Unit Owner fails to sell (lease), the above identified unit to the purchaser (lessee), for whom information had been supplied, or fails to close on the proposed sale (lease), transaction within sixty (60) days, the unit shall again become subject to the Board's first right and option.

Very truly yours,

Bristol Court Condominium Association  
2300 Windsor Mall  
Park Ridge, IL 60068

**By:**-----  
Title: Secretary

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Exhibit "J"

### OCCUPANT INFORMATION FORM

Address: \_\_\_\_\_

Landlord: \_\_\_\_\_

	Occupant# 1	Occuoant#2
Occupant Information	Name:	Name:
	Home Phone: (    )    - _____	
	Cell Phone: (    )    - _____	Cell Phone: (    )    - _____
	Work Phone: (    )    - _____	Work Phone: (    )    - _____
	e-mail	e-mail

	Name	Age	Relationship
Occupant Information			

	Type	Year	Make/Model	Color	License Plate No.	BCCA Sticker No.
Vehicle	_Auto _SUVNan _Truck					
	_Auto _SUVNan _Truck					
	_Auto _SUVNan _Truck					
	_Auto _SUVNan _Truck					
	_Auto _SUVNan _Truck					

\*Refer to Rules and Regulations for restrictions

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### OCCUPANT INFORMATION FORM (continued)

C E A S E W	<b>In case of emergency, notify</b>
	Name: _____ j Relationship _____
	Phone (    }__-__                      or    (    }__-__                      )
	<b><u>Special Assistance</u> in case of an emergency</b>
	Name of occupant: _____
	Reason for assistance: _____ _____

I! a ..	Please specify number, names and description. <b>Note: NO DOGS PERMITTED ON BRISTOL COURT GROUNDS*</b>
	_____

\*Refer to Declaration, Rules and Regulations for information pertaining to pets.

\_\_\_\_\_  
UNIT OWNER

\_\_\_\_\_  
LESSOR (LANDLORD)

\_\_\_\_\_  
LESSEE (TENANT)

\_\_\_\_\_  
DATE

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### EXHIBIT "K"

### BROADCAST CALL AND EMAIL PROGRAM FORM

#### Occupant# 1

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Broadcast Call Number \_ \_ \_ \_ \_

Email Address \_\_\_\_\_

#### Occupant# 2

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Broadcast Call Number \_ \_ \_ \_ \_

Email Address \_\_\_\_\_



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### EXHIBIT "L"

#### **SERVICE DOG AND EMOTIONAL SUPPORT ANIMAL CHECKLIST**

1. Physician/Mental health professional certification that includes:
  - a. Verification that a physician/mental health professional has evaluated the owner and maintains a genuine, therapeutic relationship with the owner, that the owner has a disability which is defined by the Fair Housing Act and the Illinois Assistance Animal Integrity Act as a physical or mental impairment which substantially limits one or more major life activities; that the individual believes the owner needs an emotional support/service animal and how the animal will assist/alleviate one or more of the owner's symptoms.
2. Description of animal:
  - a. Weight
  - b. Breed
  - c. Name
  - d. Photograph
3. Certification of vaccinations required by state and local government.
4. Confirmation from licensed veterinarian of no parasites.