

# **TURNBERRY CONDOMINIUM ASSOCIATION**

## **125 North Buffalo Grove Road, Buffalo Grove, IL, 60089**

### **Owner's Manual and Association Rules and Regulations**

This handbook is designed to give homeowners general information about the building, the Association, and the Rules and Regulations of Turnberry Condominium Association (herein after "the Association").

These rules were approved by the Board of Directors to benefit all unit owners and residents and to provide a practical framework for everyday living. The Board's intent is to ensure mutually comfortable surroundings and building security while enhancing the value of each homeowner's investment.

All unit owners, lessees, dependents, residents, licensees, employees, and guests are legally obligated to observe the provisions of the condominium documents (the Declaration, By-laws, and the Rules and Regulations). In the event that these individuals do not observe these provisions, the unit owner is responsible for their actions. As required by law, the condominium documents will be enforced with consistency.

Violations will result in appropriate action by the Board in accordance with its powers and duties and may result in the imposition of fines which are assessed against the unit owner, even if the violator is a lessee.

### **THE BUILDING**

Turnberry was developed in 2004 and completed in 2006 by the Concord Development Corporation.

### **ORGANIZATION**

Turnberry Condominium Association was established in 2006 under the Illinois Condominium Property Act with the filing of the Declaration of Condominium Ownership and Easements, Restrictions, and Covenants with the Lake County Recorder of Deeds. This document and the Rules and Regulations provide the legal foundation on which the Association operates. The Declaration also establishes the percentage ownership of the Common Elements for each unit in the condominium. Copies of these documents were distributed to all unit owners and are also available from the building management company for an additional fee.

Under the Declarations, management of the affairs of the Association rests with the five-member Board of Directors. Each member of the Board must be a unit owner. The election of the members of the Board of Directors is held at each annual meeting. Each Director elected shall serve a two-year term. From its members, the Board elects a President, Vice President, Secretary, Treasurer, and a Director-at-Large, each of whom serves a one-year term. Notice of all meetings (including location) will be posted on the bulletin board in the garage, in the elevators, and e-mailed to the unit owners. Meetings are open to all unit owners.

The Board is responsible for establishing policies with respect to the management of the Association including maintaining the security of the building and providing for payment of related expenses. The Board may also establish rules for unit owners and residents of the building.

The Board has contracted with a management company which is responsible for day-to-day execution of the Board's policies.

The following sections of this handbook are intended to provide useful information for current unit owners, residents, and new owners, including the Rules and Regulations in effect on the date of this handbook.

## **UNIT OWNER'S RESPONSIBILITIES**

Each unit owner is responsible for maintaining and insuring his/her own unit, personal property, and furnishings. An owner is responsible for damage to the Common Elements, Limited Common Elements, or other units in the building if any of these elements are damaged due to the act or neglect of a unit owner or his tenant, agent, service personnel, family member, guests, licensee, or pet.

A unit owner is responsible for personal items left in a vehicle, storage locker, lobby, and/or balcony.

In addition to personal property and improvements to the unit and household contents, the unit owner is responsible, at his/her expense, for the following:

- All maintenance, repairs, and replacements within the unit
- Hallway and balcony unit doors and frames
- Refrigerators, ranges, other kitchen appliances, smoke detectors, and lighting fixtures
- Electrical fixtures, plumbing fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries and servicing only the unit

- All decorating within the unit, including painting, wall papering, washing, cleaning, paneling, floor coverings, draperies, window treatments, lamps and other furnishings, and interior decorating
- The inside surfaces within the unit -- perimeter walls, floors, and ceilings
- Interior window surfaces including interior cleaning
- Expenses for Limited Common Elements to which such Limited Common Elements are assigned or appurtenant to that Unit
- Biennial dryer vent cleaning in the unit

Note that when an owner purchases a unit at Turnberry, the owner agrees to adhere to the Rules and Regulations.

## **COMMON ELEMENTS**

All of the property, except the units themselves and Limited Common Elements, are Common Elements, the cost of which is shared in common and based on the percentage of ownership interest.

Maintenance, repairs, and replacements of Common Elements are part of the common expenses.

Common Elements include but are not limited to the following:

- Portions of each unit which contribute to the support of the building
- All conduits, ducts, flues, shafts, plumbing, wiring, and other facilities for the furnishing of utility services within the unit boundaries which serve the Common Elements or other units.
- Land, foundations, outside walks, driveways, and landscaping
- Corridors, stairways, entrances, and exits
- Garage
- Lobby
- Mailroom
- Mechanical equipment rooms, boiler room and boilers, central cooling systems, and trash compactors
- Roofs
- Public utility lines

## **LIMITED COMMON ELEMENTS (JOINT FACILITIES)**

All Common Elements contiguous to, and serving exclusively, a single unit or one or more adjoining units are considered Limited Common Elements.

Limited Common Elements include but are not limited to the following:

- Interior surfaces of walls, ceilings, and floors
- Pipes, ducts, and electrical wiring located entirely within a unit or adjoining unit(s) and all associated fixtures and structures thereto even outside of a unit
- Unit doors and windows
- Balconies, balcony doors and windows
- Common Elements taken over to provide access to units that are combined
- Garage spaces

The following is a list of commonly found items in and around units and an explanation of which is a Common Element, or a Limited Common Element and noting the responsibility for repairs and replacements of the unit.

#### Floor

The concrete floor is a Common Element, but the floor coverings are not. Floor coverings are personal property and considered part of the unit. The replacement, repair, or installation of covering over the concrete floor structure is the sole responsibility of the unit owner.

#### Entrance Doors

The exterior side surface of the unit entrance doors and the door knockers on these doors are Common Elements. The remaining portion of the unit entrance door, including the wood door and all hardware, excluding the door knockers, spring hinges, locks, and latch sets, are personal property belonging to the unit owner and are part of the unit. The exterior threshold at the entrance door is a Limited Common Element. The exterior of the doors and the door knockers shall be maintained by the Association.

#### Ceiling

The drywall on the concrete ceiling and the concrete ceiling itself is a Limited Common Element. Paint, wall covering, or other coatings on top of the ceiling are part of the unit.

#### Interior Wall Partitions

Walls within the unit, which are not unit dividing walls or exterior supporting walls, are a part of the unit.

#### Perimeter and Structural Walls or Columns

Structural walls, perimeter walls, and columns are Common Elements but anything attached to the surfaces, such as paint, wall coverings, mirrors, or other coatings, materials or substances affixed to the drywall are personal property or furnishings belonging to the unit owner.

### Balconies

The balcony floor and balcony railings are Limited Common Elements maintained by the Association; the exterior sides of balcony doors are a Limited Common Element maintained by the Association. Balcony components listed above may not be altered without the written consent of the Board of Directors.

### Interior Doors, Cabinetry, and Woodwork

Interior doors, cabinetry, or woodwork is considered a part of the unit.

### Window Screens and Glass

Window screens and glass are considered a Limited Common Element. Each owner is responsible for their repair or replacement, but the Board must approve such repair or replacement.

### Exhaust System

The ductwork serving more than one unit is considered a Common Element. All other components of the exhaust system, including but not limited to ventilation grills in the bath and kitchen, are considered part of the unit.

### Air Conditioning and Heating System

All portions of a unit's air conditioning or heating system, including but not limited to compressors, coils, fan coil motors, housing, and thermostats, are considered to be part of the unit. All piping carrying hot or cold water to heat or cool units is considered Common Elements up to the individual units.

### Cable Television

All of the master cable television system is a Common Element, but any other television wires or devices servicing only one unit shall be considered personal property of the unit owner.

### Taking Over Common Elements

A unit owner who owns two or more continuous units and joins them into one unit takes over a portion of the area between the two units. That area is then considered converted from a Common Element to a Limited Common Element. To assure a clear record of the use of this conversion to Limited Common Element space, there must be a License Agreement and an amendment to the Declaration and the By-Laws. Since the Board cannot permanently assign portions of the Common Elements without unanimous owner consent, the Board must issue a license. This License Agreement may be transferable in the event that both (all) units are sold together. The Amendment is required by the Condominium Act. The Association maintains the Common Elements as provided in the Declaration.

## Components of the Electrical System

Each unit has a box encasing the unit's circuit breaker system which is located within the Unit. The circuit breaker system and all wires running from the circuit breaker box to the receptacles in a unit are considered part of the unit. This includes, but is not limited to, all wiring, connectors, wall or ceiling mounted fixtures, switches and outlets, metal conduit encasing all wiring which is not part of the Common Elements, circuit breakers, and the circuit breaker panel. Wiring within a unit running to more than one unit or to the Common Elements shall be considered Common Elements.

## **FIRE OR SMOKE OR GAS SMELL EMERGENCIES**

### Within a Unit

Homeowners or residents should immediately call 911 and report the location of the emergency.

Without further delay, residents should leave the unit, closing the unit door but leaving it unlocked. Residents should use the closest fire exit stairway, closing the stairway door. Using the elevators could be dangerous due to a potential malfunction caused by a fire.

### Near a Unit

Homeowners or residents should immediately call 911 and report what they have seen or smelled.

Before trying to leave their unit, residents should determine if the unit door is warm to the touch. If so, that indicates the presence of a dangerous fire condition in the hallway. Residents should then stay in their unit and wait for instructions from fire personnel.

If the residents are able to leave the unit, they should use the closest exit stairway, avoiding the use of the elevators.

Hand-operated fire extinguishers are located at various locations in the hallways on each residential floor as well as in the garage. They must not be removed except in case of a fire.

Residents should keep a fire extinguisher with at least an ABC rating within their units. A recommended location for the fire extinguisher is somewhere in the kitchen.

## **WATER EMERGENCIES**

According to the Declarations, the presence of leaking water is considered an emergency, and the investigation of a problem may require management access to a unit. A locksmith may be used by the management company to gain access to the unit. The unit owner may be responsible for the costs of repairing any damage or charges incurred in gaining entrance.

Management may enter any unit without unit owner approval to investigate a reported leak. However, management shall attempt telephone contact with the resident prior to gaining entrance to the unit.

If a resident at any time becomes aware of water leakage or damage, he/she should notify the management company immediately. Water damage is often difficult to trace. The faster the source of the water problem is located, the better the chances of repairing the water damage. Damage to any unit(s) or common areas will be repaired at the expense of the unit owner if he/she is found to be responsible for the leakage.

Unit owners are responsible for all water damages to any unit and common areas which they, their guests, family members, employees, licensees, and tenants caused.

Unit owners should report any water damage to their Homeowners Insurance Company. Unit owners responsible for water damages to any common element or any other unit are considered financially responsible for the cost of repairs, regardless of any insurance company's position on the matter.

Unit owners are encouraged to resolve any financial disputes relating to water damage with the other unit owner involved and their respective insurance companies. Neither the Board of Directors nor the management company can facilitate the settling of claims or disputes between unit owners.

## **GENERAL INFORMATION**

### **ANNUAL MEETING**

The Declaration provides that an Annual Meeting will be held at such reasonable time or date as may be designated by written notice of the Board. The purpose of the Annual Meeting is to elect Board members and to receive reports from the President and Treasurer of the Board of Directors. Special projects and other timely issues affecting the building are also discussed. A portion of the meeting is reserved for unit owner comments and questions.

All unit owners are notified of the time and date well in advance and are encouraged to attend. Under the Illinois Condominium Property Act, a quorum, consisting of at least 20% of the unit owners, must be present in person or by proxy to transact business at the Annual Meeting.

## **FINANCES**

The financial records of the Association are reviewed by a Certified Public Accountant for every other calendar year. Copies of the complete audit will be kept on file at the management company and are available for a fee.

A new budget is prepared for each calendar year and distributed to all unit owners for comment at least 14 days prior to Board adoption. The budget is adopted at the Board meeting. Assessments for the next calendar year are based on this budget, beginning with the January assessment.

## **INSURANCE**

The Association maintains insurance on the building and the Common Elements for damage, destruction, liability, personal injury, and other purposes. The premiums are included in the monthly assessment. The all-risk policy on the building guarantees replacement of the unit structure. This policy, however, does not cover the contents of that unit, such as improvements, furnishings, or clothing. This policy also does not cover any liability for accidents occurring within a unit or for damage to the unit from another cause.

For these reasons, each unit owner should carry an individual condominium owner's policy, including an "HO-6" policy. Since unit owners are responsible for the acts of their lessees, they may want to require any lessee to maintain such a policy.

In general, each unit owner or resident should consult their personal insurance advisors for advice on insurance matters. However, the coverage of any unit owner policy should be coordinated with the overall Association policies to ensure full coverage.

If a unit owner is found to be responsible for any damages to the Common Elements or to another unit(s), that unit owner will be considered financially responsible for the cost of repairs, regardless of any insurance company's position on the matter.



## **RECORDS AND FILES**

Based on the Illinois Condominium Property Act, certain records of the Association are available for inspection by any unit owner during regular business hours of the management company. A written request is required, and the request, with a statement of purpose, should be submitted to the management company. Records relating to unit owners, delinquencies, lessees, building employees, or pending litigation are not available.

## **RESIDENT PROBLEMS**

In the event of any problems between residents or rule violations by residents, the respective parties may attempt to resolve these matters directly in a friendly manner. If these attempts are unsuccessful, the problem should be referred to the management company in writing.

If a violation of the rules continues, the situation shall be referred to the Board of Directors. The Board will provide an opportunity for a hearing and shall make a determination based on the Declaration and the Rules and Regulations. This may include the imposition of fines or referral of the matter to the Association attorney. The unit owner shall be responsible for all legal fees, costs and expenses incurred by the Association for violations related to the respective Unit.

## **RULES AND REGULATIONS**

There are 52 units in the Turnberry development that are occupied by unit owners or their lessees, each of whom is entitled to the same degree of courtesy and consideration. The furniture and facilities in the Common Elements are jointly owned. For those reasons, the Board of Directors has adopted the following Rules.

All rules, restrictions, and covenants contained in the Condominium Documents (defined as the Declaration, By-Laws, and Rules and Regulations, including all amendments) are incorporated as part of these Rules. To the extent that the provisions of applicable law, the Condominium Documents and/or the Rules are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Condominium Declaration, and then the Rules and Regulations. The Rules and Regulations govern the conduct of all residents and any person on the property or the conduct of family members, lessees, employees, licensees, pets, guests, and anyone else occupying a unit. The Rules and Regulations contained herein supersede and take precedence over any and all prior Rules distributed at any time.

## **ADVERTISEMENTS, COMMUNICATIONS AND SOLICITATIONS**

Advertisements, cards, signs, or solicitations may not be circulated under unit doors. The Board of Directors may distribute special notices, letters, or newsletters relating to Association matters and projects by placing them under the doors of the units.

## **APPLIANCES**

Residents are advised to remain in their unit while the dishwasher, washing machine, or self-cleaning feature of the oven is operating until the cycle is complete, and the appliance shuts off. In the event of a malfunction, the earlier the problem is known, the less damage is likely to occur. If a resident is not home, damage may occur to the unit, to another unit, or to the Common Elements. Residents are responsible for any and all damage caused by appliances.

## **ASSESSMENTS**

Monthly assessments represent each unit owner's financial participation in the fiscal responsibility of the building and the Association. The Association finances the day-to-day expenses of operating the building primarily from the collection of assessments.

Assessments are due on the first day of each month. A late fee of \$50 will be imposed for any assessment not paid by the 15th of the month. The Board reserves the right to assess interest thereon at the current bank rate plus 1.5% per month on any account delinquent in excess of thirty (30) days. Any special assessments are payable as established by a Board resolution and are also subject to the same late charges as regular assessments. An additional \$100.00 charge is added to the account of any unit owner whose check is returned for any reason.

If an account is delinquent for more than 30 calendar days, the owner will be notified. If payment is not received within 14 subsequent calendar days after notification, the delinquency will be turned over to an attorney for legal action. The unit owner will be responsible for all legal fees, costs, and expenses, in addition to the assessments, other charges, and late fees. Payments are applied first to any late charges, then to any assessments due, and then to any other charges due.

Under the Illinois Condominium Property Act, unpaid assessments, special assessments, other charges, fees, and late charges become a lien on the unit. The unit owner is responsible for all payments, even if a lessee occupies the Unit.

## **BALCONIES**

No awnings, antennas, signs, or other projections may be attached to the outside walls of the building. No blinds or shades are to be attached to or used in the Common Elements of the building, including the balconies. Nothing may be affixed to, draped, or attached to the balcony railings, except planters and planter boxes. Residents may not hang laundry on any balcony. Since the Association provides a central cable television system, residents may not place individual satellite dishes on the balconies. These areas are not to be used for storage of any items, including bicycles. In the event that the Association subsequently switches to central antenna (bulk), individual dishes may not be allowed.

Decorations or lighting for the December holiday period are permitted but must be removed by January 31.

Residents are permitted to place deck furniture, planters, and flowerpots on the balconies. Planters and flowerboxes must be secured to the balcony rails to prevent danger to those below. Any watering of plants or flowers on the balconies should be done by hand and with care to avoid unusual overflow of water onto lower balconies or terraces.

Wind conditions are unpredictable, and care should be taken to avoid having items blow off the balconies. Unit owners are responsible for any damage caused by any item that has fallen from or blown off their balcony. Throwing of trash, cigarettes, or any other item from balconies is strictly prohibited.

## **BARBECUES**

Residents may use gas or electric grills on the balconies, but charcoal grills are prohibited. The burning of wood in any container is not permitted.

Residents are reminded that wind conditions are unpredictable, and any grill should be used with care. Unit owners are responsible for any damage caused by the use of a grill.

## **BICYCLES**

Bicycles are to be stored in individual lockers. Neither the Association nor the management company is responsible for damage, loss, or theft of bicycles. When entering or exiting the building on their bicycles, residents should use the garage entrance.

## **BOARD MEETINGS**

The Board of Directors meets regularly at such time and date as it determines. Notices indicating the location of meetings will be posted no later than 48 hours before each meeting.

Meetings are open to all unit owners. Approved meeting minutes will be posted on the website.

## **COMMON ELEMENTS/AREAS**

Changes to any unit may not affect the exterior of the building or the Common Elements, including the balconies, without Board approval.

Eating and drinking are not permitted in the common areas. Smoking is only permitted outside the building.

## **CONDUCTING BUSINESS**

Residents may only conduct a business from their unit to the extent that such practice conforms to local zoning laws. The intent of the Declaration is to prohibit residents from using the unit as the principal site of meeting with vendors, workers, or clients. The security of the building is compromised when strangers are routinely admitted to the building. This prohibition includes soliciting business in the building or on the grounds. The prohibition does not apply to owners with another place of business who occasionally work at home.

## **CONTRACTORS AND WORKERS**

When redecorating, remodeling, or repairs are to be performed within a unit; the following rules apply to the contractor, worker, or repair person. (*See Appendix A*)

- Contractors are permitted in the building between the hours of 8:00 a.m. and 5:00 p.m.
- Workers must use the garage door to bring supplies and parts whenever possible.
- Workers are not permitted to loiter in the lobby or hallways of the building for any purpose.
- All work must be performed within the unit. Any workers found working in any of the Common Elements may subject the unit owner to fines. All supplies, materials, and tools must remain within the unit.

- Workers must remove all debris from the building in covered containers. Debris is to be taken out of the building by the workers. Unit owners will be fined for improper disposal of any materials.
- Workers must provide total protection to the Common Elements of the building, including, if necessary, drop cloths to cover the hallway carpeting. The drop cloth must be removed at the end of each day.
- The cost of repair of any portion of the Common Elements of the building or another unit damaged by a worker hired by the unit owner will be the financial responsibility of the unit owner.
- If the elevator carpets or hallway carpets become soiled as a result of construction work, the workers must vacuum or clean them before 4:00 p.m. each day.
- Workers must be careful not to damage any of the Common Elements of the building that are located in or near an individual unit. Examples include plumbing stacks, ventilation ductwork, electrical and cable TV lines, and the intercom control box.
- Unit owners will be responsible for any damages caused to the Common Elements as a result of their construction/remodeling.
- Workers who fail to comply with any of the above procedures may be suspended or prohibited from working in the building in the future.

## **DAMAGE**

If, due to the act of a unit owner, a family member, household pet, guest, lessee, licensee or authorized visitor, (a) damage is caused to the Common Elements, or to a unit, or to units owned by others; or (b) if maintenance, repairs, or replacements are required to the common elements or another unit, then the unit owner is obligated to pay for such damage, maintenance, repairs, and replacements as determined by the Board of Directors.

## **DRYER VENT CLEANING**

To avoid fires due to clogged dryer vents, each unit owner is responsible for having the unit's dryer vent and duct professionally cleaned at least once every two (2) years, at the owner's expense.

Proof of the dryer vent cleaning must be submitted to the management company by December 31<sup>st</sup> of the corresponding cleaning year. Cleaning shall occur every odd numbered year (i.e. 2013, 2015, etc.) If the unit owner does not submit written evidence of the professional cleaning by each deadline, a monthly fine of at least \$100.00 will be assessed against the unit owner until proof is provided.

## **ELEVATORS**

Two passenger elevators are located in the lobby. Each elevator has the following equipment for emergencies:

- An electric alarm bell, operated from within the elevator, is located inside the elevator and is audible outside the elevator shaft.
- An emergency call button, located in the elevator panel box, provides means to contact the alarm monitoring company.

The alarm monitoring company has been instructed to respond immediately to an elevator alarm and correct the problem. The company may need to notify the elevator maintenance company or the Buffalo Grove Fire Department.

Smoking or carrying lit smoking materials in the elevators is prohibited by Village Ordinance. Eating or drinking in elevators is not permitted.

If you are expecting delivery of furniture or other heavy items, please notify the management company 48 hours before scheduled delivery so the elevator can be reserved and prepared for your use. Failure to do so will result in a fine. (See *Appendix B*)

Any resident moving in or out of the building must make arrangements with the management company at least five days prior to the move. (See section on *Moves* for information about fees.)

## **ENTRY TO UNITS**

The Declaration provides that the Board or its agents, upon reasonable notice, may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other unit(s).

In case of smoke, fire, water, and/or any threatening emergency to life and property, the Board or its agents may enter a unit immediately.

## **EXTERMINATOR**

The Association contracts for monthly exterminating services for the Common Elements.

## FINES

Unless otherwise stated in these Rules, fines for violations of these Rules will be determined by the Board of Directors.

1. Violation of any regulation regarding "moving in/moving out" - \$100.00
2. Violation of sign regulations - \$35.00
3. Late payment of assessment fee - \$50.00
4. Miscellaneous violation regarding household pets:
  - o Initial written notice to comply with request to remove a pet from a unit within 30 days - no charge
  - o Non-compliance after 30 days - \$50.00 per month
5. Failure of owner or resident to allow access to a unit for necessary building work programs after written notice - \$50.00
6. Tampering with the master cable wall plate or tap - \$100.00
7. Physical/structural changes or alterations with failure to comply with Rules and Regulations - \$500.00
8. Defacement of Association property - \$500.00 plus cost of repairs
9. Filing an unfounded complaint against an Association employee or resident resulting in legal expense to the Association - \$100.00 plus cost of legal expenses to the Association and reimbursement for the employee's time lost on the job
10. Using/wearing roller blades, skates, or skateboards anywhere in the Common Elements - \$100.00
11. Violation of the conducting of business regulation:
  - o First violation - \$200.00
  - o Each additional violation: \$300.00
12. Improper garbage disposal - \$50.00
13. Noise disturbance:
  - o First violation - \$25.00
  - o Second violation - \$50.00
  - o Each additional violation - Board discretion
14. Garage door violation (see Garage rules):
  - o First violation - \$50.00
  - o Second violation - \$100.00
  - o Each additional violation - Board discretion
15. Failure to register dog(s):
  - o First violation - \$200.00
  - o Second violation - \$400.00
16. Pet urination/defecation
  - o First violation - \$25.00 plus clean-up costs
  - o Second violation - \$50.00 plus clean-up costs
  - o Each additional violation - Board discretion
17. Failure to submit proof of dryer vent cleaning by the deadline - \$100.00 per month

After investigation and a report from the management company, the Board of Directors may levy reasonable fines against an owner for violation of the Declarations, By-Laws, or Rules and Regulations. A unit owner may be subject to a minimum fine of \$25.00 per violation as well as the specified fines listed above. Prior to levying a fine, a unit owner will receive notice of the violation, and within 10 days, may request an opportunity to be heard at a hearing before the Board.

## **FLAMMABLE MATERIALS**

Fire Department regulations stipulate that explosive and flammable materials cannot be stored in lockers. These materials include paint, paint thinner, aerosol cans, cleaning fluid, used cleaning rags, gasoline, bottled gas, and ammunition. For the protection of everyone, violations observed should be reported to the management company.

## **FLOOR COVERING**

Unit Owners are responsible for maintaining the floors in their unit. A unit owner who desires to install, remove, or replace flooring in the unit must first apply, in writing, to the management company for such a change and receive approval in writing. Hardwood, parquet, marble, granite, or tile flooring is permitted if a soundproofing material is used.

## **GARAGE**

Parking spaces in the garage are assigned to residents. There is no provision for guest parking in the garage. A unit owner may lease his/her parking space to another resident, but parking spaces may not be leased to non-residents. Nothing other than motorized vehicles may be stored in parking areas or other areas of the garages. Smoking is not permitted at any time in the garage.

Replacement garage remote controls are available at a cost from the management office for authorized parking space users.

All drivers must stop inside or outside the garage door to make certain the garage door closes after each use to prevent access into the garage by unauthorized individuals.

## **GARBAGE AND TRASH**

To avoid disturbing residents, the trash chute should only be used between the hours of 7:00 a.m. and 10:00 p.m. All refuse must be placed in plastic bags which should be tied before being discarded in the garbage chute.



Residents should take boxes or any item that could clog the chute to the garbage room in the garage. Flammable materials or construction debris may not be placed in the chute.

Residents should not leave boxes, bags, or any item being discarded on the trash room floor. All garbage and trash must be placed in the chute or taken to the garbage room.

Holiday trees must be bagged in plastic bags and brought down to the garbage room for disposal.

## **HALLWAYS**

The hallways are Common Elements of the building and extend to the entrance (including the exterior of the doors) of each unit. Fire Department regulations require that hallways must be kept clear of obstructions at all times.

No furnishings, furniture, lamps, or wall hangings may be placed or installed in any individual hallway except by the Association. No storage of any item (boots, toys, strollers, bicycles, or other objects) is permitted in the hallways. Doormats or welcome mats are not permitted and should be kept inside the individual units.

Tasteful decorations are permitted on the individual doors and frames.

## **HOTEL CARTS**

The carts must be returned to the garage after thirty (30) minutes for the convenience of all residents. The carts should not be used to transport any items which may damage or soil them.

## **HOUSEKEEPING**

Nothing may be swept or thrown from balconies, out of the sliding glass doors, into the corridor, stairwells, or elevators. Use of a hose to clean the balconies is not permitted. Residents are required to educate any workers in their units regarding these Rules and Regulations.

## **KEYS**

The Association does not have keys to individual units.

In the event of any emergency (water leaks, fire, etc.), building management and maintenance personnel may access a unit by calling a locksmith to gain access to the unit.

## **LEASES AND TEMPORARY OCCUPANCY**

Any unit owner who leases a unit is subject to procedures of the Condominium Declaration and applicable Village ordinances. (*See Appendix C*)

No portion of a unit that is less than the entire unit may be leased. No unit may be leased for industrial, business, trade, occupation, or professional use of any kind. The Declaration sets the minimum lease term at six months. In leasing a unit, the unit owner is not relieved of any obligation, including payment of assessments, fines, charges, or damages incurred by the tenant. The unit owner is responsible for the conduct of any lessee.

Each unit owner who rents a unit must supply the management company with a copy of the tenant's lease or memorandum of oral lease, application form, and an executed Resident Information Form at least fourteen (14) days before occupancy.

Unit owners must also supply their tenants with a copy of the Rules and Regulations. Tenants and unit owners will be held strictly liable for all violations of the Rules and Regulations. Tenants must carry renter's insurance and liability policies, and a copy must be provided to the management office.

## **LIABILITY**

The Association, Management Company, and employees of the Association are not responsible for any damage, theft, casualty, or other cause with respect to personal property left in the common elements.

## **LOBBY**

The lobby is intended to provide an attractive entry for residents and guests to the building. Business may not be transacted in the lobby. Residents and guests may wait in the lobby for a reasonable amount of time, but loitering is not permitted.

No furnishings, furniture, lamps, or wall hangings may be placed or installed in the lobby except by the Association.

## **LOCKERS**

Storage lockers are located in the garage of the building. Neither the management company nor the Association is responsible for the security of, loss of, or damage to any personal property stored in the locker.

Residents are responsible for ensuring that the contents of their locker meet all applicable legal requirements. Flammable, combustible, hazardous, and perishable materials may not be kept in the storage lockers. All contents must fit within the locker and may not exceed the limits of the locker. Any items stored outside of the locker will be removed and disposed of after notice is given to the resident.

Locker contents must be removed when moving from Turnberry. After notice to the resident, management will dispose of abandoned property.

## **MAIL**

Mail is delivered and distributed according to U.S. Postal Service schedules. If a resident plans to be away for an extended period of time, the resident should arrange for someone to collect the mail or arrange for the post office to hold mail delivery.

It is recommended that all mail have unit numbers to ensure proper delivery.

## **MOVES** (*See Appendix D*)

All moves must be scheduled with the management company at least 10 days prior to the move in order to ensure the availability and preparation of the elevator

Moving must be done between the hours of 9:00 a.m. and 5:00 p.m., Monday through Saturday. Moves are not permitted on Sundays or holidays.

Prior to any move in or move out, the management company will require a refundable deposit of \$300 as security for any damage or loss to the Common Elements or any other unit occasioned by the move. The deposit or remainder thereof will be returned to the unit owner within 30 days after the move. Acceptance of the deposit by the management company does not and will not relieve the unit owner from liability for any damage that occurs during the move.

In addition a \$250 non-refundable fee is required for all move-ins and move-outs to defray administrative costs.

## **NOISE**

Residents are asked to be considerate of other residents by keeping noise levels down in hallways, common areas, in individual units, and on balconies.

## **PARKING**

Guest parking is available around the Turnberry driveway. The parking spaces in front of the building are assigned to individual unit owners and are not available for guest parking.

## **PETS**

As of October 10, 2012, no more than one pet per unit is allowed; residents who live at Turnberry prior to that date are grandfathered.

- Pets must be leashed while in any part of the common areas.
- No animals whatsoever shall be kept for commercial purposes.
- Each resident must register his/her pet with the management company each January or when the pet is acquired.
- Pet owners must comply with all laws and ordinances applicable to animals and pets, including licenses, vaccinations, and leash and litter laws.
- Each pet owner is responsible for all actions of his or her pet(s), as well as those of any guest's pet, including injury to a person or damage to property.
- Pets shall not be allowed to urinate or defecate within 25 feet of the building. Pet owners are required to completely clean up after a pet anywhere in or around the building or neighborhood.

Violations of any of these rules will be subject to fines and other sanctions imposed by the Board after notice and a hearing.

## **PLUMBING**

Any changes to the plumbing system within a unit must have prior approval of the Board of Directors.

## **RECYCLING**

Residents may put plastic, glass, cans, aluminum, paper and boxes in the recycling container located in the garage. Other items, including but not limited to furniture, mattresses, and appliances, are not permitted. Residents who misuse the recycling container will be fined.

**REDECORATING AND REMODELING** (See Appendix A)

A \$300 contractor's deposit must be placed with the Management Company, prior to any remodeling or construction. This deposit will be returned to the unit owner within 30 days of completion of the work, upon written request by the resident, if no damage is done to the Common Elements. If there is damage, charges will be assessed to the resident by the Board of Directors. The first \$300 in damages will be charged against the deposit. The remainder will be charged to the resident and billed along with the resident's assessments.

Residents who lease a unit must have the prior written approval of the unit owner before any alterations may be made. The management company must have a copy of the approval. Specific rules, including work hours, for contractors and workers may be found under the caption *Contractors and Workers*.

Remodeling a unit may include moving or altering interior walls, changing plumbing or electrical service or installing new flooring. Any proposed changes to a unit or changes that involve more than one unit must be approved in advance by the Board of Directors before contracts are signed or work begins.

After the Board of Directors' approval, the following work requires two weeks' prior notice to the management company: replacement/repair of plumbing work requiring a shut-down to part of the building's system; and replacement of electrical systems requiring a shut-down of part of the building's system.

Before starting the work, all general contractors are required to submit a Certificate of Insurance to the Management Company naming Turnberry Condominium Association, its Board of Directors, and its managing agent as additional insured parties. The policy should provide \$500,000/\$1,000,000 bodily injury and \$1,000,000 property damage. The policy must be current. Unit owners are also required to ensure that all contractors carry workers compensation insurance.

All work is to be completed in an efficient manner by licensed workers and must conform to applicable Village of Buffalo Grove building and fire codes. All permits required should be obtained by the unit owner with copies for the building manager.

**SALE OF UNITS**

The sale, lease or transfer of a unit is subject to the requirements of the Declarations. All open houses must be registered with the management company. All visitors must be escorted to and from the lobby. No signage is allowed in windows, on units, or in the front of the building.

## **SECURITY**

All owners must complete a Resident Emergency Form and submit it to the Management Company. This form may be obtained from the management office or on the Turnberry website.

All guests, delivery people, housekeepers, or any non-residents must be authorized to enter the building by the unit owner or lessee. In addition, the following guidelines are offered to provide security and prevent unauthorized people from entering the building.

- When residents enter the lobby or garage door, they should not allow anyone to accompany them through the door unless their identity is known.
- All common area doors must be locked. If residents find the exterior doors propped open, they should close them.
- Residents should immediately report any door or lock malfunction to the management office.

## **SMOKING**

Per the Village Ordinance, smoking is not permitted in the Common Elements of the building.

## **VENDORS**

Various vendors are employed to operate and maintain the mechanical systems of the building and to maintain the public areas of the building and grounds. Unit owners experiencing problems with any building services should notify the Management Company rather than attempt to resolve matters personally.

## **VENTILATION**

Occasionally noise associated with the movement of air can be heard in a unit. Baffles and sound reducing devices which do not restrict the flow of air are permitted on the heating/cooling system in the unit. Any proposed changes to the ventilation system in a unit must have the prior approval of the Board of Directors.

## **WATER FURNITURE AND AQUARIUMS**

Unit owners and residents must follow certain procedures if they install or place in their unit any item of "water furniture." "Water furniture" is any bed, mattress, chair, sofa, aquarium, fountain, or other item of furniture that contains as part of its elements any substance in liquid state. Residents must notify the management company and the

Board of Directors if they install "water furniture" and present evidence that their homeowner's insurance will cover any damage caused by such "water furniture" to Common Elements, Limited Common Elements, or the individual property of other unit owners.

## **WINDOW COVERINGS**

All exterior surfaces of window coverings must be white. No adhesive coverings or any type of coating materials which would alter the exterior appearance can be placed on any windows.

## **WINDOW WASHING**

Unit owners are responsible for washing the inside of unit windows. The outside of the windows (not including windows residents can reach) will be cleaned by a firm hired by the Association.

## **ENFORCEMENT OF RULES AND REGULATIONS**

The proposed Rules and Regulations were presented to the Unit Owners on August 22, 2012.

Since compliance benefits all residents and homeowners, the Board of Directors anticipates the voluntary compliance by all unit owners, lessees, and guests. In the event of a violation of any of these rules, the Board of Directors will provide written notice to the respective unit owner and provide an opportunity for the unit owner to be heard before the Board. Following the notice and hearing, the Board of Directors is authorized to levy fines for the violations of these rules.

Under the Illinois Condominium Property Act, unpaid fines (including costs of collection) constitute a lien on the respective unit.

**Appendix A**  
**Redecorating, Remodeling, or Repairs Checklist**

The checklist below shall be followed to avoid any fees associated with not abiding by the Turnberry Rules and Regulations when redecorating, remodeling, or repairs are to be performed within a unit by the unit owner/renter or a contractor, worker, or repairperson hired by the unit owner/renter.

- **Before redecorating, remodeling, or repairs are to be performed**
  - A \$300 contractor's deposit must be placed with the Management Company, prior to any remodeling or construction.
  - Residents who lease a unit must have the prior written approval of the unit owner before any alterations may be made and submit a copy of the approval to the Management Company.
  - All contractors are required to submit a Certificate of Insurance to the Management Company naming Turnberry Condominium Association, its Board of Directors, and its managing agent as additional insured parties. The policy should provide \$500,000/\$1,000,000 bodily injury and \$1,000,000 property damage.
  - All permits required by the Village of Buffalo Grove building and fire codes should be obtained by the unit owner and copies shall be submitted to the Management Company.
  - If large and/or heavy items will be brought in and out of the building, please notify the Management Company 48 hours prior to date so the elevator can be reserved and prepared for your use.
  - Contractor(s) shall be scheduled to start work no earlier than 8:00AM and end all work no later than 5:00PM.
  
- **During the time redecorating, remodeling, or repairs are performed**
  - Only the garage door will be used to bring in and take out supplies, parts, and materials.
  - Contractor (s) will not loiter in the lobby or hallways of the building.
  - All work will be performed within the unit. All supplies, materials, and tools must also remain within the unit.
  - All debris will be removed from the building in covered containers.



- Contractor (s) will provide total protection to the Common Elements of the building, including, if necessary, drop cloths to cover the hallway carpeting. The drop cloth must be removed at the end of each day.
- The hotel carts will not be used to transport construction material or any items which may damage or soil them.
- **Additional Requirements (if applicable)**
  - A unit owner who desires to install, remove, or replace **flooring** in the unit must first apply, in writing, to the management company for such a change and receive approval in writing.
  - Residents must notify the Management Company and the Board of Directors if they install "**water furniture**" and present evidence that their homeowner's insurance will cover any damage caused by such "water furniture" to Common Elements, Limited Common Elements, or the individual property of other unit owners.

**If, due to the act of the unit owner or a contractor(s) hired by the unit owner, (a) damage is caused to the Common Elements, or to a unit, or to units owned by others; or (b) if maintenance, repairs, or replacements are required to the common elements or another unit, then the unit owner is obligated to pay for such damage, maintenance, repairs, and replacements as determined by the Board of Directors.**

**For additional information, see Turnberry Rules and Regulations.**

## Appendix B Delivery Checklist

The checklist below shall be followed to avoid any fees associated with not abiding by the Turnberry Rules and Regulations when scheduling, coordinating, and accepting deliveries:

- **Before delivery**

- Deliveries shall be scheduled to start no earlier than 8:00AM and be completed no later than 5:00PM.
- Notify the Management Company and/or the Board **48 hours** prior to delivery so the elevator can be reserved and padded for use.

- **During delivery**

- The delivery truck must not block the garage door.
- Make sure the hallways, parking spaces, and/or lobbies are not being blocked.
- Only the garage door shall be used for deliveries. Do NOT use the front entrance door.
- Only use the padded elevator prepared for your use.
- The hotel carts shall not be used to transport delivered items.
- All setup and/or installation work must be performed within the unit. All supplies, materials, and tools must also remain within the unit.

- **After Delivery**

- All large debris must be removed from the building.
- If applicable, residents must notify the Management Company and the Board of Directors if they install "**water furniture**" and present evidence that their homeowner's insurance will cover any damage caused by such "water furniture" to Common Elements, Limited Common Elements, or the individual property of other unit owners.

**If, due to the act of the unit owner or resident or a contractor(s) hired by the unit owner or resident, (a) damage is caused to the Common Elements, or to a unit, or to units owned by others; or (b) if maintenance, repairs, or replacements are required to the common elements or another unit, then the unit owner is obligated to pay for such damage, maintenance, repairs, and replacements as determined by the Board of Directors.**

**For additional information, see Turnberry Rules and Regulations.**

**Appendix C**  
**New Resident Checklist and Agreement**

All new Turnberry residents (owners or renters) are required to sign this agreement. The agreement must be signed by an owner of the unit (and renter, if applicable).

The following items shall be submitted/performed during the designated timeline below to avoid any fees associated with not abiding by the Turnberry Rules and Regulations:

- Fourteen (14) days prior to move-in date
  - Submit the **Resident Emergency Form** to the Management Company:  
[http://www.turnberryofbuffalogrove.com/wp-content/turnberrycontent/forms/emergency\\_contact.pdf](http://www.turnberryofbuffalogrove.com/wp-content/turnberrycontent/forms/emergency_contact.pdf)
  - Submit tenant's lease or memorandum of oral lease to the Management Company (if applicable)
  
- Within ten (10) after move-in date
  - Submit the **Pet Registration Form** (if applicable):  
[http://www.turnberryofbuffalogrove.com/wp-content/turnberrycontent/forms/pet\\_registration.pdf](http://www.turnberryofbuffalogrove.com/wp-content/turnberrycontent/forms/pet_registration.pdf)
  - Read and understand the Turnberry Rules and Regulations:  
<http://turnberryofbuffalogrove.com/resource-center/rules-and-regulations/>
  
- Additional items to consider
  - Provide the Management Company with Name and Phone Number to be used for the entrance intercom system
  - Email the Board (board.turnberry@gmail.com) to be added to the distribution list
  - Submit the **Automatic Assessment Withdrawal Form** to the Management Company:  
[http://www.turnberryofbuffalogrove.com/wp-content/turnberrycontent/forms/direct\\_debit\\_program.pdf](http://www.turnberryofbuffalogrove.com/wp-content/turnberrycontent/forms/direct_debit_program.pdf)

Note: All forms can be found on the Turnberry website. If needed, the new resident may be provided with paper copies of the forms.

**For additional information, see Turnberry Rules and Regulations.**

\_\_\_\_\_  
UNIT Number

\_\_\_\_\_  
Owner's Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Name/Signature

\_\_\_\_\_  
Date

Issued Date: 08/22/2012  
Effective Date: 10/10/2012

**Appendix D**  
**Move In/Out Authorization and Agreement**

All persons moving into or out of Turnberry are required to sign this agreement. The agreement must be signed by an owner of the unit. Persons leasing a unit will be required to submit this agreement with the owner’s signature properly affixed.

The building will be inspected prior to and after each move.

In accordance with the governing documents of the condominium, “An owner is responsible for damage to the Common Elements, Limited Common Elements or other units in the building if any of these elements are damaged due to the act or neglect of a unit owner or his tenant, agent, service personnel, family member, guests, licensee, or pet.” If damage is done to the building, the owner of the unit will be responsible for reimbursing the association for the cost of repairs.

Moves into or out of the building may not occur until this agreement has been properly executed, the move-in/move-out fees have been paid, and **Resident Emergency Form** and (tenant's lease or memorandum of oral lease, if applicable) submitted for move-ins.

\_\_\_\_\_ [ ] Move In [ ] Move Out  
Name(s) of Person(s) Moving

Date move is scheduled for: \_\_\_\_\_ at: \_\_\_\_\_ AM / PM

I/We the Owner(s) of unit \_\_\_\_\_ at Turnberry hereby understand that I/we will be responsible for reimbursing Turnberry for the costs of repairing any damage done during the move.

I/We also understand that during the move in/move out, the following items shall be adhered to and if the items below are not met, a fine will be assessed to the unit owner at the board's discretion.

- The move must be scheduled with the Management Company (Seymour) at least ten (10) days prior to the move in order to ensure the availability and preparation of the elevator.
- Resident Emergency Form must be submitted to the Management Company prior to move ins.
- A \$250 non-refundable fee is required prior to move in/move out.
- A \$300 refundable deposit is required prior to move in/move out as security for any damage or loss to the Common Elements or any other Unit occasioned by the move.
- Moving shall only take place Monday through Saturday between the hours of 9:00 AM and 5:00 PM. Moves are not permitted on Sundays or holidays.

- Items being moved shall not block any hallways, entrances, parking spaces, garage entrance, or any other Common areas.
- Turnberry hotel carts shall NOT be used to move furniture or any other large or heavy boxes which may damage the carts.
- All items must be moved through the garage (and not the front entrance doors).
- Only the padded elevator(s) shall be used during the move.
- All trash, debris, crating, and/or boxes must be disposed of in the trash room and not through the trash chute.

**For additional information, see Turnberry Rules and Regulations.**

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date