

**MARKET STREET
CONDOMINIUM ASSOCIATION**

RULES AND REGULATIONS

January 1, 2010

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DECLARATIONS AND BY-LAWS vs. RULES AND REGULATIONS

The Declarations of Condominium Ownership, By-Laws as well as the Rules and Regulations have a common goal.

“To establish, for the benefit of all current and future owners or occupants of property, certain easements, rights, privileges, and mutually beneficial restrictions and obligations with respect to the use and maintenance of the condominium;”

“To promote and protect the cooperative aspect of ownership and to facilitate proper administration of the condominium for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.”

These Rules and Regulations were written with this goal in mind. These Rules and Regulations in part or whole will be reviewed every five (5) years, unless the President of the Board of Directors, a majority of the Board or a quorum (20%) of Unit Owners sees the need to do so earlier.

MONTHLY MAINTENANCE ASSESSMENT

The monthly payments required of all owners are essential for orderly and proper management and operation of the buildings and common areas we all share. The payment must be made on time and should be made payable to the Association and mailed on or before the first day of the month. In order to apply consistent enforcement to these payments the following rules and procedures shall be used:

1. A Unit Owner who does not pay the Association Assessments as they are due shall be subject to a late fee penalty for any assessments not received by the 10th day of the month it is due.
2. On the 11th day of the month, Management will take action to collect assessments that are unpaid for the current month.
3. Management will provide our attorney with a list of those unit owners who are delinquent 45 (forty-five) days or more and the unit owner shall be liable for additional cost of collection, including reasonable attorney's fees, and the unit owner will remain in default of its obligations until the assessment and legal costs are paid in full.
4. If the assessments and costs are not in good standing within 61 (sixty-one) days from the original due date of the most delinquent payment, Management will direct the Association's Attorney to commence legal action against the Unit Owner and/or Resident, placing a lien against the unit and/or instituting an eviction action.
5. All rate increases or special assessments must be discussed in a quorum meeting of Unit Owners. A meeting shall be called by mailing or delivering written notice to all Unit Owners not less than ten (10) and not more than thirty (30) days prior to the date of the meeting stating the date, time, place and matters to be considered. An affirmative vote of a majority (2/3) of the Unit Owners must be reached in order for any rate increase or special assessment to be effective.
6. Yearly, the board will provide each homeowner with a month-by-month detailed breakdown of the Assessment Reserve Account.

RULES AND REGULATIONS

GENERAL

The following Rules and Regulations have been presented, discussed, and, approved by the Board of Directors of the Association to preserve the health, safety and welfare of the members of the Association, and premises under their jurisdiction.

1. No member will do or permit to be done whether in his/her own unit or on the common grounds and streets in the development anything that will disturb or annoy the occupants of any of the dwellings in the development; or do or permit to be done anything which will constitute a hazard or danger; or damage the person or property of the members, or otherwise interfere with the rights, comfort or convenience of other members in the peaceful use and enjoyment of a member's unit or the grounds surrounding same.
2. A member shall be deemed directly responsible for the activities of his/her immediate family including children and pets and for the activities of his/her guests, employees, servants, tenants and visitors on the properties.
3. No bicycles, scooters, baby carriages (or similar vehicles) or toys, lawn furniture, barbecue equipment or other personal articles shall be allowed to stand on any of the common grounds. All bikes must be placed in the storage units.
4. Each member shall keep his/her condominium unit in a good state of preservation and cleanliness.
5. A Unit Owner shall not sweep or throw or permit to be swept or thrown anything from the balcony or from the door or windows. No member shall permit his/her unit or any part including the balcony to fall into a state of disrepair or lack of maintenance creating an unsightly condition.
6. No notice, sign or any matter whatsoever may be posted in any lobby, vestibules, hallway, stairways, elevator, garage or other common area without prior approval of the Board of Directors. No signs of any kind will be placed in or on windows, doors, balconies, facades, or other exterior surfaces, (including balconies) or grounds of the building or property without similar prior approval of the Board of Directors. The Board of Directors will have the sole determination whether any item posted must be removed.

ARCHITECTURAL CONTROL

1. Architectural control is deemed necessary to preserve the architectural, structural and cosmetic integrity of the premises. With this in mind, the following general guidelines and procedures must be strictly adhered to:
 1. Prior to any structural installations or modifications to either the exterior or interior of a unit, the Unit Owner must submit a modification request in writing to the Board of Directors for architectural approval.
 2. Examples of modifications requiring prior Board approval are: modifications of bathrooms, removal or addition of walls, and electrical, plumbing HVAC or other systems work within a unit. This list is not all-inclusive but provided only by way of example. Additionally, any exterior addition or alteration that was not initially approved as part of the construction of the dwellings must receive prior Board approval.

3. Sixty (60) days prior to making any changes or modifications to the structure of the interior or exterior of a unit and/or common area, a Unit Owner must submit a modification request, including a copy of the plans and specifications showing the nature, kind, shape, height, materials and location of the modification or change to the Board of Directors and/or its designated committee for architectural approval.
4. The Architectural Control Committee, if utilized, shall consist of three (3) or more members of the Association who shall be appointed by the Board.
5. Prior to beginning of any work, and within the sixty (60) day period set forth above, the Board of Directors must give the Unit Owner written notification of approval or non-approval of the submitted modification request.
6. Additionally, any and all building permits required by the Village of Willow Springs must be obtained prior to the commencement of any work.
7. The Board of Directors may develop whatever architectural control forms, including specifications and guidelines, that it deems necessary and proper to properly administer this section of the Rules and Regulations.

CENSUS CARDS

1. Census cards are to be filled out completely and returned to the Management Office within thirty days (30) days of the distribution. The Card must include a call back number with voice mail or an answering machine so the Management Company can make timely return calls.
2. Distribution will be on an "as needed" basis to keep files up to date.
3. Failure to return census cards will result in the offender being notified of the violation in writing.
4. The violation must be rectified within thirty (30) days.
5. Census cards are required from every Unit Owner, as well as any tenant who may occupy the unit.

COMMON ELEMENTS

There are two kinds of Common Elements: Those accessible to all residents (lobbies, hallways, garage and stairwells) and those restricted to the use of an individual resident (balconies, parking space and storage lockers.) These latter areas are called Limited Common Elements. Common Elements may be used only for designated purposes.

1. Unit Owners are responsible for any damage to Common Elements caused by them, members of their families, their tenants or their guests. All costs for repair or replacement will be billed to the Unit Owner.
2. Smoking is prohibited in any of the Common Elements including the parking garage and elevators.
3. The healthy enjoyment of warm, dry walks in the common garages is encouraged. Be mindful of the cars coming and going.

4. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements, storage lockers excepted. Boots, boot trays, umbrellas, shoes, and other personal belongings are not to be stored in the hallways, on the stairs or stairway alcoves.
5. Doormats and door decorations are prohibited. Nothing may block the number on the hallway doors.
6. Playing, loitering, eating and drinking in the Common Elements are strictly prohibited. Riding of bicycles, roller-skating or rollerblading is prohibited.

DRAPERIES AND WINDOW COVERINGS

1. All curtains, draperies, shades and blinds are to be properly installed.
2. Temporary coverings such as sheets, bedspreads, papers, etc. must be removed within forty-five (45) days after occupancy. Newspapers, even as temporary coverings, are prohibited at all times.

BALCONIES

Balconies are limited Common Elements for use and enjoyment. It is responsibility of each resident to keep his/her balcony neat and clean. The following are restrictions related to your balcony.

1. ONLY the following items are permitted on balconies.
 - a. Appropriate lawn or porch furniture
 - b. Appropriate flowerpots
 - c. Electric and propane grills are permitted
2. No storage of any type is permitted on the balconies.
3. Do not fasten anything to the balcony, ceiling or to the exterior of the building.
4. Do not fasten, hang, or drape anything over the balcony railings.
5. All planters, etc. MUST be hung inside balconies to avoid wind damage.
6. No bird feeders or birdbaths are allowed for sanitary reasons. Feeding birds from the balcony is not allowed.
7. Do not shake dust mops, rags or other items over balconies or out of windows. No debris may be disposed of over the balconies.
8. Any damage to the brick or outside common elements caused by the negligence of a unit's resident is the responsibility of the unit owner and will be billed to his/her account.
9. Balcony fixtures must be uniform in all units. No deviations are permitted. For repairs, Unit Owners must follow the specifications listed in the Rules and Regulations.
10. No colored bulbs are allowed. Clear 60W light bulbs are required. The Unit Owner is responsible for the repair of the light fixtures. The Association will provide replacement light bulbs. Please contact a member of the Board of Directors concerning the distribution program for light bulbs.

11. Residents must provide access to the unit and its balcony to allow the Association to make any necessary repairs, when, in the determination of the Association, such access is necessary.
12. Drying or airing clothing, carpeting or laundry or hanging of clotheslines is strictly prohibited on the balconies.

ELEVATORS

1. In the event of a fire, DO NOT USE THE ELEVATORS. Please exit through the stairwell.
2. In consideration of your neighbors, do not use the "door open" button for an unreasonable length of time.
3. Playing or "joy riding" is not permitted in the elevator.
4. Smoking is not permitted in the elevator.

GARBAGE AND TRASH

1. All garbage must be placed in plastic bags and tied securely in order to avoid pests and odors.
2. Garbage should be disposed either down the garbage chute located on each floor or taken down to the first floor garage and placed into the dumpsters in the trash room.

PETS

It is the responsibility of every pet owner to abide by the following Rules and Regulations in order to make the communal living conditions safe and healthy for the humans and other pets in our Association.

1. No more than two (2) domestic pets may be kept in a condominium unit. No more than one (1) dog is permitted in any condominium unit.
2. No pet will exceed twenty (20) pounds in weight.
3. All pets, living in a unit must have a veterinary letter on file with the Management Company stating the health condition of the pet, the up-to-date shots record, the Village Pet License Number and the weight of the animal.
4. All fecal matter needs to be immediately removed from the premise. If you see a pet owner, either from the complex or from the community, leaving the waste please contact a Board Member of the Management Company immediately.
5. Pets and their owners are welcome to walk in the front of the buildings after the pets have completed their elimination in the approved areas.
6. No pet shall be housed on the balcony.
7. Pets must not use the balcony for elimination purposes.
8. No animals may be kept or raised for commercial purposes in any unit.

9. All pets must be on a leash held by a responsible person at all times. No pet may be tied to a tree, building or be restrained outdoors without the presence of the owner.
10. Although it is natural and a good safety measure for dogs to bark, dogs must be restrained from excessive barking both inside or outside the unit.
11. Any pet creating a nuisance or unreasonable disturbance or causing damage to the common or limited common areas can be reported to a Board member. The Board member will call the person reporting the incident within 48 hours. The Board member follow-up may include contacting the reported pet owner, Board of Directors, Skokie Police, Village of Skokie Animal Control and/or the Cook County Health Department.
 - a. If the pet owner is found in violation of the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations of the Condominium Association he/she has 24 hours to correct the problem and report back to the Board Member.
 - b. The Board Member will then report to the Board any action taken to follow-up on complaints and/or Board of Directors recommendations for further actions.
 - c. They may then choose to take further action. (See By-Laws Article V; Section 2 and read further in the Rules and Regulations.)

INSURANCE

1. The Madison Place Condo Association will provide insurance for the appropriate upkeep of the buildings, including the common and limited use common elements.
2. Unit Owners are required to supply appropriate condominium insurance. A copy of the declaration page of that insurance policy must be provided to the Management Company to be kept on file at all times. It is the Unit Owner's responsibility to keep the insurance policy and the declaration in good order and up to date.

MAINTENANCE AND REPAIR

1. All maintenance requests are to be reported to the Management Company.
2. Maintenance repairs, unless deemed emergencies, are done between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday.
3. In the event of any emergency after 5:00 PM please use the following phone number at The Management Company and follow the prompts: 630-627-3303 and press 0 and you will be transferred to a live operator.

MOVING

1. A move-in/move-out refundable deposit of \$400.00 is required to be paid to the Management Company fourteen (14) days prior to moving.
2. Any resident moving in or out of the building must notify the Management Company with the exact moving date at least three (3) days prior to the move. The Management Company will then cause the protective pads and floorboards to be placed in the elevator free of charge. Do not move in without these items in place or you may forfeit your \$200.00 deposit.
3. A key must be used to lock and unlock the elevator.
4. Moving hours are from 8:00 a.m. – 8:00 p.m. The Association reserves the right to stop moves, which begin before or extend beyond this time frame.
5. The main entrance to the building may not be used for moving and for delivery of large items. Use the entrance to the first floor garage. If this garage door is propped open during the move, it is the responsibility of the Unit Owner to be sure the garage door is closed for any long pause in the moving process and when the move is finished.
6. No trucks are permitted in the service lanes and may be fined and/or towed. The moving trucks can park along the curb by the garage.
7. Within 24 hours of the move, the Management Company, or its representative, will then check the common areas of the building, which could have been damaged by the move. If no damage to the common areas occurs as a result of the move, the \$200.00 deposit will be refunded within one (1) week. In the event of any damage to the common areas, the cost of the repair will be deducted from the \$400.00 deposit. Any costs in excess of \$200.00 will be billed to the Unit Owner causing the damage.
8. The Unit Owner is responsible for arranging for the prompt disposal of all packing materials. Boxes must be broken down and placed in the recycling dumpster located in the first floor garage. Failure to comply with this provision will result in the forfeiture of the \$400.00 move in/move out deposit.

STORAGE UNITS

1. Unit Owners are responsible for their individual storage units.
2. The Management Company and the Madison Place Condo Association are not responsible for the contents of the storage units. It is suggested that each Unit Owner secure contents insurance covering items to be stored in their storage unit.
3. Chemicals, gasoline or any dangerous materials cannot be stored in the storage units.

PARKING

1. Motorcycles cannot be parked anywhere other than the designated parking spot of the Unit Owner. Any such vehicle parked elsewhere may be ticketed and/or towed at owner's expense.
2. Parking on the lawn or in any driveway areas and/or parking zone is prohibited. Any vehicle so parked may be ticketed and/or towed at owner's expense.

3. Trailers, campers, boats, other recreational and any commercial vehicles may not be parked/stored on the common area without prior Board of Directors approval.
4. Service vehicles are not to be driven over the grass for access to a unit. If a service vehicle damages the grass/sod the repair will be assessed to the individual Unit Owner.
5. Passenger cars and vehicles cannot be stored in excess of two (2) weeks in any one location, except your designated parking garage space. If a vehicle is stored for over two (2) weeks in the exterior parking area or unassigned garage space, it may be towed at the owner's expense.
6. No vehicle should be parked for any length of time in a garage space belonging to another unit, including vacant units, without permission of the Unit Owner.

SALES AND LEASES

1. Every Unit Owner with the intent to sell or lease a unit is required to give the Management Company and the Board of Directors at least thirty (30) days prior notice of the sale.
2. This notice permits the Management Company to advise Unit Owners of lease and sales requirements as described in the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations.
3. This notice also permits the Association the right of first refusal to lease a unit within the fourteen (14) days as explained and delineated in the Declaration of Condominium Ownership.
4. **"Transfer of a Unit.** The Association shall have no right of first refusal with respect to the sale of any unit, parking space, or storage space by any Unit Owner."
5. **"Units.** Any Unit Owner shall have the right to lease all (and not less than all) of his or her unit, together with or exclusive of the units assigned parking space as the unit owner determines in his/her sole discretion . . ." (Please see the Declaration of Condominium Ownership, Section 19)

SEASONAL/HOLIDAY DECORATIONS

1. Reasonable external decorations are permitted in the common and limited common areas, patio and/or balcony. No decorations are to be displayed thirty (30) days after the holiday.
2. All decorations must be hung so they do not damage the common and/or limited common areas or can be blown off the balcony. Any damages will be assessed to the Unit Owner.
3. All decorations displayed must not block the unit number on the hallway doors or create a safety hazard by blocking any common or limited common area.
4. Any debris that falls during the removal of decorations, including a trail of needles from pine trees, is the responsibility of the Unit Owner. All trees must be disposed of properly as described in the Garbage and Trash section.

SECURITY AND SAFETY

No security system can maintain itself. The cooperation of all Unit Owners and residents is necessary to provide proper security for our building and property. The following common personal safety rules will help provide the security we all desire.

1. Never allow unauthorized persons to enter the building.
2. Do not let strangers follow you into the building on foot or through the garage.
3. Do not prop open any common area doors and please close them if open.
4. Do not prop open any outside doors and please close them if open.
5. Soliciting and loitering is not permitted in the lobby, stairways, hallways, entrances, elevators, building grounds or any common or limited common area.
6. Do not obstruct exit doors, fire extinguishers, stairs/stairwells, elevators and elevator doors, security monitors, boiler room doors or any other building component, which would jeopardize the health and safety of residents.
7. Only authorized personnel may enter the roof, elevator room, elevator shaft, mechanical room and all utility rooms. If emergency entry to any of the above is necessary, contact the Management Company, if possible, or call 911.
8. Keep circuit breaker panel doors in your unit closed at all times.
9. Smoke alarms must be kept in good working condition. Please change the battery at least twice a year.
10. Vehicle maintenance and/or repair (including washing any vehicle) is not allowed in the garages.

VIOLATIONS AND REMEDIES

1. Repair of damage to lawns or plantings, whether in the common area or on the property of an individual, will be specifically assessed to the member responsible for the damage rather than becoming a maintenance liability of the Association.
2. Any Unit Owner installing or responsible for installation of a structure in violation of the Declarations of Condominium Ownership, By-Laws and/or Rules and Regulations may be required to remove such structure and/or restore the premise to its original condition at the owner's expense.
3. A Unit Owner in violation of the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations will receive written notice from the Board of Directors delineating the offense, repercussions and any necessary time frames to cure the violation(s).
4. A Unit Owner will be required to pay all necessary and reasonable costs, including reasonable attorney's fees, incurred by the Association in enforcing the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations.
5. When a Unit Owner fails in his/her obligations and responsibilities to pay the costs assessed against him/her a lien may be made against his/her unit.

6. Unit Owners will be held responsible for infractions of any rules in the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations by themselves, their children, their pets, their guests and/or their tenants.
7. Unit Owners are responsible for providing their tenants with a copy of the Rules and Regulations.

Reporting

1. Unit Owners may report any violations to any member of the Board of Directors and to the Management Company. Inquiries and correspondence must be in writing if any action or response is expected.
2. Notices given by the Board of Directors will be given in writing and may be given by any Member of the Board or Management Company acting on behalf of the Board.

Hearings

1. A Unit Owner or tenant may request a hearing before the Board of Directors, or its appointed panel, to defend him/herself on any violation charge.
2. Hearings must be requested in writing within fourteen (14) calendar days of the date of notice of violation from the Board.
3. If necessary, the matter may then go to arbitration.

Arbitration

1. All disputes, claims, controversies or matters between the Association and a Unit Owner, which are not resolved, will be submitted or determined by arbitration. (Please see the Declaration of Condominium Ownership, Section 24.)
2. Either a Member of the Board of Directors or the Unit Owner can initiate arbitration for any matter by making a written demand by notice and by filing a copy with the American Arbitration Association. (Please see Declaration of Condominium Ownership, Section 24.)

Repairs

1. Repairs, which are the responsibility of the Unit Owner, are required to be made in a timely manner, which may be delineated in a letter from the Association.
2. If such repairs are not made after being so directed by the Board of Directors and/or the Management Company, the Association reserves the right to authorize a contractor to make the repairs. The charges will be added to the Unit Owner's assessments and will become due and payable when entered. Liens against a unit may be filed on any fines and/or charges not paid according to the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations.

Schedule of Fines

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| 1 st Infraction of Rule | Letter of Notice |
| 2 nd Infraction of Rule | \$50.00 Fine |
| 3 rd infraction of Rule | \$100.00 Fine |
| 4 th and Succeeding Infractions of a Rule | \$200.00 Fine |

MEETINGS, ELECTIONS AND VOTES

1. Unit Owners will hold regular meetings.

Meeting Notification Guidelines

- a. Mailing or delivering to every Unit Owner an Agenda, not more than thirty (30) days and no less than ten (10) days prior to the meeting, stating the following points. (See By-laws)
 - i. Date
 - ii. Time
 - iii. Place
 - iv. Matters to be Considered
 - v. Statement if the meeting is called for the purpose of discussing a proposed change to the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations and the full text of the proposed changed.
 - vi. Necessary information to preview for the meeting
 - vii. The non-biased biographical and background information about each and every candidate for election to the Board
 - viii. Contact information for pertinent people including the Board of Directors and/or presenters
 - b. Posting this notification on the Lobby Bulletin Boards and in the elevators:
2. An Annual Meeting of Unit Owners will be held on the first Wednesday of June each year at 7:00 p.m. at an announced location following the notification guidelines above. At this meeting the votes will be counted for any election items.
 3. One purpose of these meetings will be the election of Members of the Board of Directors for the Madison Place Condominium Association. For specific information about the Board of Directors please see the By-Laws including Article II.
 4. Following the Annual Unit Owners Meeting, the Board of Directors shall hold a Meeting to elect Officers. Since all Board meetings are open to any Unit Owner, this Meeting will also follow the notification guidelines listed above.
 5. Board Meetings must be held at least four (4) times per year following the guidelines delineated in the By-Laws Article II; Section 4 and the notification guidelines written above since all Board meetings are open to any Unit Owner.
 6. All minutes and proceedings from Meetings must be kept on file and open to all Unit Owners. The Unit Owner will pay any expenses incurred for viewing and/or copying these items. Please see the By-Laws Article II; Section 13 for specific details.
 7. Each Unit Owner holds one vote. For Unit Owners of more than one unit, see the By-Laws for your voting options.
 8. The Unit Owners can change provisions of the Declaration of Condominium Ownership and the By-Laws of the Madison Place Condominium Association following the notification procedures listed above and approval with not less than a three-quarters (3/4) vote of the total Unit Owners. The Secretary of the Association is responsible for keeping track of the notifications of Unit Owners and certifying the public vote count. All changes

modifications and/or rescissions to the governing documents shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

9. A Special Meeting of Unit Owners may be called by the President, or a majority of the Board of Directors, or by a quorum of twenty (20%) percent of the Unit Owners. The announcement of the Special Meeting must following notification guidelines listed above.
10. Any Unit Owner may designate any other Unit Owner to use his/her proxy vote. Details will be clearly explained on each ballot.
11. Each ballot, whether for electing a Board Member or making policy change shall include the following information as stated in the By-Laws.
 - a. Date and location for casting the vote
 - b. Procedure for designating a proxy
 - c. Opportunity for write-in names
12. Any Director may be removed from office by the vote of at least two-thirds (2/3) of the total votes of Unit Owners.
13. Unit Owners must be notified of Board vacancies following the notification guidelines listed above.
 - a. The Board will fill the vacancies with a two-thirds (2/3) vote of the Board until the next Annual Meeting of Unit Owners or until no more than thirty (30) days following a petition by a Unit Owners quorum to hold a Special Meeting. (See the By-laws for further explanation)

AMENDMENTS OF RULES AND REGULATIONS

These Rules and Regulations may be amended, from time to time, at a regular or special meeting of the Board of Director as circumstances may warrant. Proper notice of such meeting or meetings and copies of any amendments shall be given to the Unit Owners in conformity with the requirements of the Illinois Condominium Act, the Declaration and the By-Laws of the Madison Place Condominium Association.