



RULES AND REGULATIONS

73 East Elm Condominium Association
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Attachments:
Construction Rules and Regulations, 2011

INTRODUCTION

It is the desire of the Board of Directors to establish a minimum number of rules and regulations. Condominium ownership is a shared living experience for the full enjoyment of this experience by all and for a smooth and effective operation of the Association, it is essential to spell out the obligations and responsibilities of unit owners and their tenants. The information contained in these Rules and Regulations is meant for the benefit of unit owners, tenants of unit owners, and management and building personnel, to ensure better understanding and cooperation among all concerned.

The basic rules, including the rights and obligations of unit owners, are set forth in the Declaration of Condominium Ownership, which unit owners accepted when they purchased their units.

The Declaration provides that the Board of Directors may adopt such other reasonable rules and regulations as it deems advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety and general welfare of the owners and occupants of the property.

Experience has shown that cooperation and compliance with the Rules and Regulations are necessary for the maximum enjoyment of condominium living. Even minor infractions of these rules can cause avoidable disputes.

These, then, are the Rules and Regulations set forth by the Board of Directors for the full enjoyment of the benefits of living at 73 East Elm Street. In the event a conflict exists between these rules and the Illinois Condominium Property Act, the provisions of that Act shall prevail.

BOARD OF DIRECTORS

73 East Elm Condominium Association

RULES AND REGULATIONS

FIRE SAFETY AND EMERGENCY INFORMATION

What to do in case of fire:

Residents and their families should familiarize themselves with the locations of all emergency exits in the building.

The following lifesaving rules are excerpted from the official booklet of the Chicago Fire Prevention Bureau:

If a fire occurs in YOUR unit:

- 1.1 Call the Fire Department IMMEDIATELY at 911 and give floor, unit number and street address.
- 1.2 Notify the doorman on duty by telephone at 312-649-0921.
- 1.3 Without further delay, leave your unit. Close the door behind you to prevent spread of heat and smoke BUT LEAVE THE DOORS UNLOCKED so that fire fight can enter.
- 1.4 Use the closest exit stairway.
- 1.5 **DO NOT USE THE ELEVATORS.**

If there is fire or smoke NEAR YOUR unit:

- 1.6 Immediately call the Fire Department at 911 and give street address, floor and unit number. DO NOT ASSUME THAT ANYONE ELSE HAS CALLED.
- 1.7 Notify the doorman at 312 649-0921.
- 1.8 Before trying to leave your apartment, place your hand on the door, palm out. If it feels warm within five seconds, do not open it. A dangerous fire condition is outside your door.
- 1.9 If the door is not warm, carefully open it a little and check for smoke in the corridor.
- 1.10 If you think the corridor can be used, close your door, alert other occupants on the floor and proceed to an exit stairway. Check the exit stairway for heavy smoke and close the stairway door behind you. DO NOT USE ELEVATORS.
- 1.11 If your door is warm, or if there is heavy smoke in the corridor or exit stairway, keep the door to your unit closed. Seal cracks around it, and any other places smoke is

entering, with wet towels or clothes.

- 1.12 If smoke enters your unit, open a window. If windows cannot be opened, you should remain close to the floor and protect your face with a wet cloth or towel.

WHAT TO DO IN CASE OF MEDICAL EMERGENCY

- 2.1 When life is in jeopardy or severe injury occurs, call 911 immediately, and give floor, unit number and street address.
- 2.2 Without delay, notify the doorman on duty by telephone at 312-649-0921.

SECURITY

Total building security is strengthened by adhering to the following measures:

- 3.1 It is absolutely necessary that the doorman announce ALL visitors to the building. Unit owners are requested to cooperate with the doorman in this regard. If a number of guests exceeding eight (8) are expected, please furnish the doorman with a written guest list.
- 3.2 Owners and tenants are to avoid allowing strangers to follow them into the elevator entrance hall in the absence of the doorman.
- 3.3 When suspicious persons are noticed anywhere in the building, the doorman should be notified immediately. If you feel the threat of imminent danger, call the police first at 911 and then contact the doorman.
- 3.4 Do not leave any common area door open or unlocked and report any non-functioning locks and doors immediately to the doorman.
- 3.5 Owners are not to give unit door keys to tradesmen, contractors or other employees. If no one will be at home to admit them, the building engineer or doorman should be given a written "Authorization to Enter" form/letter to allow them to enter.
- 3.6 When planning to be away from the building for an extended stay, notify the doorman where you can be reached in case of an emergency. In addition, arrange with the day doorman or a neighbor to collect mail/newspapers and to accept any anticipated deliveries.
- 3.7 The rear service door will be under the supervision of the doorman. The hours during which the service entrance is open are 6:00 AM to sunset.
- 3.8 The outer lobby door (door to the street) will be kept locked when the door staff is not present in the lobby.
- 3.9 All problem areas or violations of security rules are to be brought to the attention of

the Managing Agent.

ADVERTISING and SOLICITATIONS

- 4.1 All general, charitable and other advertising material must be placed on the shelf in the mailroom. They may not be left at unit doors or posted anywhere in the building.
- 4.2 No "For Sale" or "For Rent" or other displays shall be maintained or permitted on any part of the property except as provided by the Board of Directors.
- 4.3 The bulletin board in the laundry room is the sole exception for 4.1 and 4.2 above.

ALTERATIONS, ADDITIONS and IMPROVEMENTS TO UNITS (See attachment: Construction Rules and Regulations, 2012)

ASSESSMENTS

- 5.1 Monthly assessments are due and payable on the 1st day of each month. If payment is not received by the 15th of the month, a late fee will automatically be imposed. Unit owners are responsible for paying their assessments on time.
- 5.2 Monthly assessments are to be made payable to the 73 East Elm Condominium Association.
- 5.3 There is a \$100.00 late fee charged if the full assessment, including any special assessment or charge of any kind, is not received by the 15th day of the month. If payment is late a second time within 12 months of the first late payment the late fee will be \$200. If payment is late a third time within a 12-month period, the late fee is \$400. All communications concerning payment of assessments, status of owners' accounts, and the like, should be discussed with the Managing Agent.
- 5.4 Any and all charges incurred by the Association as a result of checks being returned for any reason, plus an administrative fee of \$25.00, will be charged to the unit owner.
- 5.5 Any account on which the full assessment, including any administrative charges, fees or special assessments, has not been paid within 60 days of the date originally due may be turned over to an attorney by the managing agent to commence legal and/or collection proceedings.
- 5.6 The Board of Directors, the Association and its attorney may collect, assert a lien, evict, foreclose or take any or all actions available against a delinquent unit owner from among those offered by statute, the Declaration or the Rules.
- 5.7 Any and all costs incurred in dealing with and researching accountings for collecting delinquent assessments from the responsible unit owner shall be charged

to and shall be paid by the responsible delinquent unit owner. This includes, but is not limited to, any and all attorneys' fees.

- 5.8 If an owner is delinquent by 30 days three separate times in a twelve-month period, the Association may accelerate the maturity of assessments for the balance of the fiscal year. If the accelerated payments are not made within thirty days of notice, the Association and its attorney may collect, assert a lien, evict, foreclose or take any or all actions available against a delinquent unit owner from among those offered by statute, the Declaration or the Rules. (Article XI, section 3, Declaration of Condominium Ownership).
- 5.9 No unit owner shall be relieved of the obligation to pay assessments either by renting the unit or by not making use of the unit, the common elements or the limited common elements of the building.

AUTOMOBILES

- 6.1. Door staff and other building staff shall not move or park vehicles of any type.
- 6.2 Door staff are permitted to leave the building to solicit taxis for residents.

BICYCLE STORAGE ROOM

- 7.1 Only bicycles belonging to building residents may be stored in the bicycle storage room, and at their own risk. The Association assumes no responsibility for loss, theft or vandalism of bicycles stored in the bicycle room. The number of bicycles per unit will be limited based upon available storage space. Each bicycle stored must be registered with the Managing Agent.
- 7.2 No bicycles, wagons, tricycles or other wheeled vehicles shall be left in the hallways or any common area.
- 7.3 The rear service entrance should be used for bicycles. Bicycles may never be ridden through corridors or in any part of the building. Bicycles may only be brought to and from units via the service elevator.
- 7.4 The Association will bear no responsibility for bicycles stored on site.
- 7.5 No motorized or other equipment may be stored in the bicycle room.
- 7.6 The exterior door to the bicycle room must be kept locked at all times.
- 7.7 Bicycles may not be chained in front of the building or to any objects in front of the building. Bicycles of non-complying residents will be removed and disposed of, at the owner's expense.

BUILDING MANAGEMENT

Following is an organizational outline covering the management procedures for 73 East Elm Street:

- 8.1 The Board of Directors (“Board”) meets periodically to establish policies, review budgets, committee reports, and the needs of the Association. It will announce the schedule for its regular meetings. Any Committees appointed by the President of the Board, meet at the call of their respective Chairmen and periodically submit reports and recommendations to the Board for its consideration and action.
- 8.2 The Board, through the President or one designated by the President, will transmit all orders and assign responsibilities to the Managing Agent.
- 8.3 The Managing Agent shall be responsible for the operation of the building and will report to the Board and respond only to directives from the President of the Board.
- 8.4 The Managing Agent has the complete responsibility to make certain that the building is operated in businesslike manner for the common good of all unit owners and tenants, and that all areas of the building and its equipment are maintained in first-class condition.
- 8.5 The Managing Agent is responsible for and shall direct all building personnel.
- 8.6 The building engineer reports to the Managing Agent and responds only to directives from the Managing Agent.
- 8.7 All members of the staff are under the supervision of the building engineer.
- 8.8 The Managing Agent should be contacted when any unit sales or rentals are contemplated so that any moves may be made in an efficient and orderly manner. The Managing Agent should be consulted on questions involving insurance, notification of events to other owners or any other problem which contributes to the peaceful and enjoyable occupancy of all residents in the building.

CHILDREN

- 9.1 Children shall not be permitted to play, run, bicycle or loiter in the common elements, including, but not limited to, the corridors, stairwells, elevators, parking areas, laundry room or front lobby.

COMMON ELEMENTS

- 10.1 All repair and services performed within the unit are at the unit owner’s expense, except when specifically set out in the Declaration or by the Board from time to

time as an item to be maintained as an Association expense.

- 10.2 The Association reserves the right to inspect units for any change in equipment affecting common elements including but not limited to vents, plumbing, wiring, door closers or any conditions not conforming to applicable laws and ordinances. Authorized representatives of the Association (e.g., the building engineer and repairmen), shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs or replacement of or to the common elements with reasonable prior notice to the unit owner, except in cases of emergency.
- 10.3 Residents shall not tamper with the fire hoses, smoke detectors or the lighting systems located in the common elements.
- 10.4 Owners will be held financially responsible for any acts or omissions resulting in the damage of common elements by their tenants, children or family members, as well as guests of their tenants, children or family members.
- 10.5 Any owner or tenant causing damage to the common elements will be responsible for its repair and replacement. If the offender fails to repair the damage, the Association may do so and charge the owner or the offender, which charge may be collected from the owner as in the case of assessments.

CONTACT WITH CONTRACTORS, VENDORS, ATTORNEYS, ETC.

- 11.1 Unit owners and tenants are not to contact or communicate directly with any contractors or vendors retained by the Association or Association employees concerning Association matters, except where permitted or required by these Rules and Regulations. Residents are not to contact or communicate with the Association attorney, accountant or other professionals except when asked to respond, and then only as directed. Any costs of expenses incurred by the Association as a result of any such contact shall be charged to the owner and shall be payable in the same manner as all other expenses.

CORRIDORS, UNIT DOORS and DECORATIONS

- 12.1 Exterior of doors may not be changed, altered or painted a color other than that on all other doors on that floor, with the exception of the addition of a lock or peep hole. If the unit owner violates this rule, the Association may repair or replace the door as appropriate and may charge the unit owner, which charge may be collected as in the case of assessments.
- 12.2 The exterior doors of units must have automatic door closers and be kept closed at all times for security reasons, and to comply with the City of Chicago Fire Code. Pressure differentials from common elements can create a fire hazard. The Association is authorized to close doors of non-complying residents, and will not be

liable for any damages incurred in so doing. Fines shall be levied according to the following schedule: \$25.00 for the first offense, \$50.00 for second offense, \$100.00 for third offense. "Offense" means each time a letter is sent by the Managing Agent. Fines may be collected from the owner as in the case of assessments.

- 12.3 No items (i.e., boots, umbrellas, mats, dry cleaning, laundry bags, or similar items) are to be left in the carpeted corridors of the building. No strollers and other wheeled vehicles of any kind shall be left in corridors. Any items found in the corridors in violation of this rule will be removed and disposed of at the owner's expense.
- 12.4 No permanent signs or decorations of any type, except for religious symbols, are to be placed on or near the outside of unit doors. Temporary and reasonable decorations relating to national holidays are permitted. The Board, in its sole discretion, shall determine what decorations are reasonable.
- 12.5 Deliveries by outside suppliers or vendors must be made through the rear service entrance. Deliveries shall be via the service elevator only.
- 12.6 The Association will not be liable for the loss or damage of such delivered property nor shall it be liable for any property left for residents or left by residents with any Association employee.
- 12.7 The Association reserves the right to control and limit entry to the building by delivery people, as well as tradesmen, maintenance, repair and sales people.
- 12.8 Unit owners should notify the building engineer or doorman in advance when deliveries of furniture or other large items are expected.
- 12.9 Deliveries of food shall be received and paid for in the lobby. Delivery personnel will not be permitted to enter the building beyond the lobby area. Groceries shall be delivered to units via the service doors and service elevator.

DOMESTIC SERVICES

- 13.1 The owner is responsible for making all domestic help fully cognizant of the Rules and Regulations and for ensuring that they abide by these Rules. Keys to the building's back and front doors may not be distributed by owners or tenants to domestic help for personal use. Domestic Services includes but is not limited to housekeepers, dog walkers, care takers, etc.

ELEVATORS

- 14.1. The passenger elevator is restricted to use by residents, building employees and guests. Care should be taken not to introduce any item or object which may cause damage to any surface of the passenger elevator. Delivery, maintenance or moving personnel must use the service elevator only.

- 14.2. Moving in and out of the premises and handling of heavy appliances / equipment is permitted only on prior notice to the Managing Agent and between 8:00AM and 4:00 PM Monday through Friday. Weekend or evening moving is only allowed upon consent of the Managing Agent.
- 14.3. Never use the elevators in case of fire. Use the stairwells.

EMPLOYEES

- 15.1. Residents are responsible for dissemination of these rules to their employees and are responsible for the actions of such employees.

ENTRY PERMITS

- 16.1. Residents who wish to allow entry of any individual to their unit during their absence must send an authorization note to the door staff with name(s). If you leave a key, it must be in a marked envelope attached to the authorization note.

FINES

- 17.1. Unless otherwise stipulated in these Rules, fines for violations of these Rules will be levied according to the following schedule: \$25.00 for the first offense; \$50.00 for the second offense; \$100.00 for the third offense. "Offense" means each time a letter is sent by the Board or the Managing Agent to the owner. Before imposing a fine on any unit owner, the Board will give the owner reasonable notice and an opportunity to appear before the Board and be heard.

GARBAGE & RECYCLING

- 18.1. Trash should be securely wrapped and placed in the trash can. Boxes, cartons, and newspapers should be placed in the blue recycle bin.
- 18.2. Pet litter should be deposited in a paper garbage bag, and then tightly sealed in a plastic bag before being deposited in the garbage can.

SALE OF PERSONAL PROPERTY

- 19.1. No sales of furniture, personal belongings, rummage or the like, by private sale or auction, to which the public is invited, is permitted in the building.

KEYS

- 20.1. Duplicate keys to all locks on unit entrance door must be left on file with the building. The management will ensure the security of all keys and is responsible therefore.

Such keys should only be withdrawn by the management or authorized personnel for emergency purposes.

- 20.2. Residents leaving keys for others with the doorman do so at their own risk and responsibility.

LAUNDRY ROOM

- 21.1. The laundry room is for the use of the residents and their guests and domestic help only.
- 21.2. Washing machines and dryers may not be reserved. Laundry shall not be left in washers or dryers for an extended period of time after the cycle is completed, as it may be removed. Residents who remove such laundry shall use due care in doing.
- 21.3. Out of order machines are to be reported to the engineer.
- 21.4. Money lost in machines is to be reported to the engineer.
- 21.5. There is a garbage can for debris, lint, etc., and neither excessive lint nor soap residue should be left in the machines.
- 21.6. All machines must be left in clean condition for the next user. If laundry is removed before the washer or dryer cycle is complete, please close the lid to allow the machine to complete its cycle.
- 21.7. No dyes should be used in the machines.
- 21.8. The Association is not responsible for items left in the laundry room.
- 21.9. Laundry and laundry supplies must be transported in the service elevator only.
- 21.10. No animals shall be groomed or bathed in the basement laundry room. If washing machines are used to wash pet's bedding, they must be cleaned of all fur upon completion.

LOBBY

- 22.1. No one is allowed in the lobby with bare feet, or wearing robes, sleeping attire or bathing suits; only proper street attire should be worn. The good judgment of residents and consideration for others is expected in complying with this rule. No one may enter or exit the building on roller blades or skateboards, or in golf shoes, ice skates, or other foot covering that might damage floors or carpeting.
- 22.2. Children are not permitted to play or loiter in the lobby, at the front door, in any hallways, corridors or elevators, or to be left in the care of the doorman.

- 22.3. No bicycles, sleds, or the like are allowed in the front lobby unless the rear service door is locked. The rear service door must be used.
- 22.4. All visitors will be announced to residents by the doorman, and will not be allowed to pass into the elevator area without prior permission of the owner.

MOVING, SALES and LEASES

- 23.1. The sale or lease of a unit requires a number of steps including the filing of certain forms before the Board of Directors can waive its right of first refusal. The forms can be obtained from the management office.
- 23.2. An administrative fee of \$100.00 will be assessed for each lease transaction.

Based upon the information provided, the Board will decide whether to waive or exercise its right of first refusal. If the Board waives its right of first refusal, it will execute consent to sell or lease form. This signed document is necessary for closing and securing title to the unit, or for validating a lease.
- 23.3. Information concerning the financial reliability of a prospective purchaser is important for the Association. The Association requires a credit report from a licensed Commercial credit reporting agency on the prospective purchaser and it must accompany the notice of sale. It is also required that the lessor submit a credit report on the lease with the completed work papers.
- 23.4. All leases shall be in writing and shall provide that the lease is subject to the terms of the Association's Rules and Regulations and Declaration. This lease should comply with the City of Chicago and the Association requirements. Lessees assume all the obligations of the unit owner to the Association, except for financial obligations, although the unit owner is not relieved of these obligations. The owner remains responsible for all expenses the Association incurs as a result of action by a tenant.
- 23.5. Owners or renters will not be allowed to move into the building before owners have complied with the following:
 - 23.5.1. All paper work as defined above must be completed
 - 23.5.2. Arrangements for a moving date and elevator reservation must be made with the management.
 - 23.5.3. The buyer must provide two (2) checks: a damage deposit of \$500.00, which will be returned promptly upon inspection provided no damage to the building was incurred and a \$100.00 moving fee to be retained by the Association.
 - 23.5.4. The seller must provide three (3) checks to the management made payable to 73 East Elm Condominium Association: a damage deposit of \$500.00, which will be

returned promptly upon inspection provided no damage to the building was incurred, a \$125 processing fee to cover data collection required for sale approval and a \$100.00 moving fee to be retained by the Association.

23.5.5. If any unit owner moves in or permits a prospective tenant to move into the building without abiding by this section of the Rules, he will be assessed a penalty of \$200.00.

23.5.6. Arrangements shall be made with the engineer at least one week prior to moving so that the service elevator may be reserved.

23.5.7. All moving activity must be scheduled with management to occur between the hours of 8:00 AM and 4:00 PM, Monday through Friday. Weekend or evening moving is only allowed upon consent of the Managing Agent.

23.5.8. All moving is to be done through the rear service entrance only.

NOISE, NUISANCE and DISTURBANCES

24.1. No resident shall make or permit any disturbing noises in the building by himself or his family, friends, domestic help or pets, or allow anything else that will interfere with the peaceful enjoyment, comforts or conveniences of other residents of the building.

24.2. No hammering or noisy work by residents is permitted on Saturdays, Sundays or US Federal Holidays. Work is allowed Monday through Friday, from 8:00am – 5:00pm

PARKING

25.1. Parking in front of the building is only for loading and unloading or pickup and drop-off of passengers. No vehicle may be left in the driveway for more than 30 minutes.

25.2. The service driveway is to be kept clear at all times. Priority for contractors' vehicles is given first to those doing work for the association, and secondarily for any work being performed in a unit. Arrangements should be made with the building engineer.

PEST CONTROL

26.1. Residents shall notify the engineer in the event pests are found in a unit, and must authorize management to enter the unit and to take such measures as may be necessary to exterminate. The Managing Agent is authorized to enter a unit and any contiguous unit in order to fumigate the units. Residents must properly prepare for the exterminators or pest control service may be denied.

PETS

- 27.1. Animals may be kept by unit owners only as pets and not for commercial purposes, provided they do not cause a nuisance. Residents shall keep no more than two pets and shall keep no exotic animals, Pit Bull Terriers or other fierce or aggressive pets. Whether a pet is "exotic," "fierce" or "aggressive" shall be determined by the Board.
- 27.2. Pets should be leashed and taken down in the service elevator. Resident with their pet are permitted to use the lobby entrance provided the pet does not create a nuisance with other animals or residents. Residents walking more than one pet should use the service exit.
- 27.3. Owners shall make certain that a pet is well clear of the building before allowing the pet to stop. The owner is responsible for abiding by applicable animal refuse ordinances. Owners shall not walk their pets in the paved areas in front of or behind the building, or on the side of the building.
- 27.4. Owners of pets must ensure by any means available that the animal does not annoy other residents by continuing noise, nuisance, odors or damage. Any continuing nuisances will be considered and action taken by the Board.
- 27.5. Unit owners shall be responsible for ensuring that their visitors comply with these regulations and shall be responsible for any visitor's failure to comply.
- 27.6. Pets are not permitted at any time in any of the common elements except for the halls, lobby, elevators and authorized entry ways. Common elements in which pets are prohibited include the laundry room, roof deck and storage areas.

ROOF DECK

- 28.1. All children, 12 years old or younger, must be accompanied by an adult.
- 28.2. No running or active game playing is permitted.
- 28.3. No musical instruments are permitted on the roof deck.
- 28.4. Personal stereo equipment is permitted if played at low volume or with the use of earphones
- 28.5. No smoking is permitted.
- 28.6. Private parties may be held on the roof deck under the following conditions:
 - 28.6.1. To reserve the deck, a request must be made in writing to the Managing Agent, specifying date, time and approximate number of guests.

- 28.6.2. A list of guests, not to exceed 30 in number, shall be given to the doorman to allow entrance of guests to the building.
- 28.6.3. Any damage will be charged to the unit owner to cover cost of repair.
- 28.6.4. Building staff will not deliver equipment or supplies to the roof deck.
- 28.6.5. Unit owners or residents must be present and responsible for ingress and egress of help and materials for parties, which they sponsor.
- 28.6.6. Each unit owner reserving the deck is responsible for cleaning the deck immediately after the party ends.
- 28.6.7. The roof deck may be reserved for any four-hour period. Notice of all private parties will be posted by building personnel in the foyer and immediately outside the roof door.

SITTING AREAS — OUTDOORS

- 29.1. The roof deck and the paved area behind the building are the only areas residents may use for sitting outdoors. Residents may not sit outside the front of the building.

SMOKE DETECTORS

- 30.1. This rule and the City of Chicago Fire Code require each condominium unit to have installed not less than one smoke detector within 15 feet of all rooms used for sleeping purposes. This is the unit owner's responsibility. Smoke detectors should be checked regularly to make sure they are functioning. The Association shall have the option, but not the duty, to install smoke detectors in non-complying units at the expense of the unit owner, which charge may be collected as in the case of assessments.

SMOKING

- 31.1. Smoking is prohibited anywhere within the common elements of the Building. This includes the fire escape, the back patio and the rooftop.

STAIRWELL and EMERGENCY EXITS

- 32.1. No resident may store any article in the stairwells. Any such items will be promptly removed by management without notice, at the owner's expense. No one may do anything to block exit doors or impede foot traffic on the landings and stairways to which they lead.

STORAGE ROOMS

- 33.1. Each unit owner has one storage room, which will be assigned by, and registered with, the management. Each assigned storage room with owner's name will be on file in the management's office.
- 33.2. The Association is not responsible for storage room contents damaged by events including, but not limited to, fire, flood, smoke or loss due to theft or vandalism.

TENANTS

- 34.1. For the purposes of these rules, any reference to unit owner shall apply equally to any tenant of an owner.

UNIT DECORATING and MAINTENANCE PRECAUTION RULES

- 35.1. Unit owners are responsible for all expenses incurred to any unit or common element through flood, fire or other damage caused by their negligence, or that of their tenants, and not covered by their applicable insurance.
- 35.2. Christmas trees should be removed by maintenance staff only. The doorman should be notified when a tree is to be discarded.

UNIT OWNER'S INSURANCE

- 36.1. Each unit owner shall be responsible for obtaining insurance on the contents of the unit, additions and improvements thereto, decorating, furnishings and personal property therein, and personal property stored elsewhere in the building, as set forth in the Declaration of Condominium Ownership. Annually each unit holder is required to submit a copy of a certificate of insurance to our Managing Agent as proof of their homeowner's insurance. Unit owners are required to carry a minimum of \$500,000 of liability insurance which must be noted on the certificate of insurance.

VANDALISM

- 37.1. Residents must alert the Managing Agent to any vandalism or abuse within the building, (including, but not limited to, elevators, woodwork, mirrors, furniture and lobby property, laundry room equipment and any other common elements). Common element repairs and refurbishment due to damage by residents will be charged to the responsible owner, which charge may be collected as in the case of assessments. Owners are responsible for their tenants as well as guests.

WASHER, DRYERS, GARBAGE DISPOSALS

- 38.1. No unit owner may install washers, dryers or garbage disposals in any unit. Washers and dryers that have been previously installed and approved may be replaced by the unit owners.

AUTHORIZED WORK

- 39.1. The following authorized work will be performed at no charge to the unit owner by Maintenance staff:
 - 39.1.1. Unclogging of all drain lines and toilets
 - 39.1.2. Installing washers and aerators
 - 39.1.3. Cleaning and Replacing radiator steam traps
- 39.2. The Rules and Regulations prohibit unit owners from engaging Maintenance staff to perform work during their normal work hours (other than work described). Staff have been advised performing unauthorized work during their normal work hours will subject them to employment sanctions. Unit owners who request staff to provide such services will be subject to fines in accordance with the Rules and Regulations.
- 39.3. The Association will not be responsible for the work performed by Maintenance staff during their off hours pursuant to a private agreement between them and a unit owner or for any injury or damages to any person that may arise from such work. In addition, the Association can provide no insurance for its staff for their activities during off hours. All work performed in a unit by Maintenance staff during off hours pursuant to a private agreement with a unit owner is subject to the requirement of Section 2 of the Rules and Regulations governing construction and renovations in unit.

