

# **RULES AND REGULATIONS OF 420 WEST ONTARIO CONDOMINIUM ASSOCIATION**

## Article I

### **Introduction**

#### **1. General & House Rules and Regulations**

The Rules and Regulations of 420 West Ontario Condominium Association (the "Association") located at 420 West Ontario is composed of the General Rules and the House Rules. These Rules shall not in any way limit or restrict any remedies provided under the Declaration, By-laws (collectively, the Declaration and By-laws as amended from time to time shall be referred to as the "Declaration"), Illinois Condominium Property Act or otherwise provided by law. These Rules may be periodically modified and amended by the Board of Directors of the Association (the "Board") as required and allowed.

## Article II

### **General Rules**

#### **1. Payment of Assessments & Collections**

- (a) All monthly assessments and any special assessments or other lawful charges of the Association, including late fees and fines, are due and payable on the first (1<sup>st</sup>) day of each month whether or not any written reminder is received.
- (b) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association will assess a service charge of five percent (5%) of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid.
- (c) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs following five (5) days written notice to the Unit Owner accelerate and become immediately due and payable.
- (d) If any payment is not paid in full after sixty-five (65) days in which the payment became due, the matter will be turned over to the Association's legal counsel, who will proceed to take appropriate legal action against the delinquent Residential Unit Owner and/or the delinquent Residential Unit Owner's Residential Unit.

- (e) All reasonable attorneys' fees incurred in connection with collection or attempting to collect any amount due shall be charged to and paid by the delinquent Residential Unit Owner.
- (f) This General Rule 1 shall not in any way limit or restrict any remedies provided under the Declaration or otherwise provided by law.

## **2. Sales of Residential Units**

- (a) Upon entering into a sales contract to sell a condominium Residential Unit ("Residential Unit"), the Residential Unit Owner must immediately notify Management in writing of the name(s) and address(es) of the proposed buyer(s) and submit a copy of the sales contract to Management.
- (b) To cover expenses involved in the sale of a Residential Unit, including requests for information and compliance with state and local laws applicable to the sale of a Residential Unit, the selling Residential Unit Owner must pay a transfer fee of \$125 (the "Resale Fee Assessment") to the Association. Requests for a paid assessment letter must be submitted in writing to Management together with an executed sales contract. This letter will not be issued until all monthly and special assessments and all other charges, fees and amounts owed the Association (including the Resale Fee Assessment) are paid by certified funds in full through and including the month of closing.

## **3. Lease of Residential Units**

- (a) All Residential Unit Owners desiring to lease their Residential Unit must submit the following information to Management at least 10 days prior to occupancy by the proposed tenant(s): (i) a copy of an executed condominium lease; (ii) a completed new Residential Unit Owner information sheet as provided by Management stating the correct address where all correspondence and assessment statements are to be mailed; and (iii) a non-refundable processing fee of \$125 to the Association.
- (b) All Residential Unit Owners are responsible for the actions of their tenants. All tenants must abide by the Declaration as well as the House Rules and Regulations.
- (c) All Leases must be of a term of not less than 12 months and must include a copy of these Rules and Regulations.
- (d) Any Residential Unit Owner who fails to submit the information requested in General Rule 3(a) is subject to a \$300 fine.

### Article III

#### **House Rules**

Residential Unit Owners must comply with the House Rules. They also must cause their agents, servants, tenants, family members, guests, invitees, occupant, and licensees to comply with the House Rules. Many of the House Rules contain a summarized statement of certain covenants and restrictions contained in the Association's Declaration, and any such summary shall not be construed to limit in any way those covenants and restrictions.

#### **1. Use & Occupancy of Residential Units**

- (a) Residential Units must be used only for housing and related common purposes for which the Property was designed.
- (b) The conduct of a business, trade, occupation or profession within a Residential Unit shall be prohibited.

#### **2. Insurance**

- (a) Nothing may be done or kept in any Residential Unit or on the Common Elements or Limited Common Elements (Residential Units, Common Elements and Limited Common Elements shall be collectively hereafter referred to as the "Property") if it would result in any insurance rate increase or cancellation of insurance on the buildings, the Residential Units or their contents.
- (b) Each Residential Unit Owner or resident is responsible for insuring the contents of their Residential Unit for loss and for their own personal liability. The Association pays for insurance of the Common Elements.

#### **3. Unlawful Activity**

- (a) Nothing may be done or kept in or on the Property that would violate any applicable law.
- (b) The Board may take appropriate action to notify the authorities of violations of any applicable law.

#### **4. Maintenance & Repair**

Residential Units and Limited Common Elements must be kept in good order and repair by the Residential Unit Owner.

## **5. Residential Storage Units**

- (a) The building has several storage areas that contain Residential Storage Units. A Residential Storage Unit (“Storage Unit”) is a Limited Common Element.
- (b) Nothing may be kept or stored in a Residential Storage Unit that may cause a health or fire hazard.
- (c) All articles stored in a Residential Storage Unit are stored at the Residential Unit Owner’s own risk. Neither the Association, Management nor their agents are liable for any items that are lost, stolen or damaged while being stored in a Residential Storage Unit.
- (d) No items may be stored outside of a Residential Storage Unit without prior written approval from the Board or Management.
- (e) Any items that are found to be in violation of the above Rules may be removed at the Board’s discretion.

## **6. Bicycle Storage**

- (a) Bicycles are stored at the owner’s own risk. Neither the Board nor Management is responsible for bicycles that are lost, stolen or damaged. It is recommended that you secure your bicycle with an acceptable lock.
- (b) Bicycles may not be stored overnight on the balconies.

## **7. Pets**

- (a) No animals shall be raised or kept in any Residential Unit except for dogs or cats (but not more than two (2) animals per Residential Unit), small birds or fish, provided said animals are of a breed or variety commonly kept as household pets.
- (b) All dogs and cats kept in a Residential Unit must be registered with Management. There is a \$75 annual registration per dog payable to the Association for each dog kept in a Residential Unit (the “Dog Registration Fee”). The Dog Registration Fee is due annually by January 31<sup>st</sup>. Each Resident Unit Owner must pay the Dog Registration Fee for each dog. All residential owners are required to complete a Pet Registration Form (this includes cat owners and owners that do not have pets). If an owner does not own a pet they need complete the form and sign the line that states that they do not own a pet. Any owner who moves into the property or becomes the owner of a pet after the January 31<sup>st</sup> deadline will have 30 days from their move-in date/date of becoming a pet owner to be in

compliance. Anyone who fails to properly register their pet(s) will be fined \$100.00 per occurrence for each unregistered pet, in addition to the registration fee(s).

- (c) At no time is any breeding of any type of animal allowed anywhere on the Property.
- (d) All pets must be leashed at all times on any Common Elements or Limited Common Elements.
- (e) Pets shall not be permitted to defecate or urinate on Common Elements or Limited Common Elements, including, but not limited to Residential Unit Owners' balconies.
- (f) No pet may be left unattended at any time anywhere on the Common Elements or Limited Common Elements.
- (g) Pet owners must immediately clean up and dispose of their pet's waste.
- (h) Pet owners are responsible for any damage that is caused by their pets to any and all Common Elements and Limited Common Elements or other property owned by another Residential Unit Owner.
- (i) When entering an elevator with a pet, a Residential Unit Owner must ask permission from all persons who are in the elevator in order to enter with a pet.
- (j) Any Residential Unit Owner found to be in violation of this House Rule 7 shall be fined \$50 for the first violation and \$100 for each additional violation.
- (k) Any Residential Unit Owner who has been found to be guilty of more than two (2) violations of this House Rule 7 shall be deemed to have a pet that causes or creates a nuisance. After consideration of the facts and circumstances, the Board may order the Residential Unit Owner to remove the pet permanently from the Property upon fifteen (15) days written notice to the Residential Unit Owner from the Board or Management.

## **8. Nuisances & Noise**

- (a) No noxious or offensive activity may be conducted anywhere on the Property.
- (b) Nothing which may be or become an annoyance or nuisance may be conducted anywhere on the Property.

- (c) All Residential Unit Owners must refrain from causing unreasonable noise or disturbances, which could disrupt their neighbors. Extreme care must be taken to avoid disturbing other people when using any musical instrument, radio, television, stereo, amplifier, machine, appliance, accessory, equipment or device.
- (d) Parties or gatherings on any balcony must move inside by 10:00 p.m. Sunday-Thursday or 12:00 a.m. on Friday or Saturday or such parties or gatherings shall be deemed noxious and offensive activities if any noise or nuisance complaints are delivered to the Board and/or Management.
- (e) Any Residential Unit Owner found to be in violation of subsection (a) of this House Rule 8 will be reviewed by the Board, and appropriate fine will be levied in the range of \$50 to \$1500 depending upon severity of offense. Any Residential Unit Owner found to be in violation of subsections (b) through (d) may be fined \$50 for the first violation and \$100 for each additional violation.

**9. Alterations, Additions & Improvements**

- (a) No alteration, addition or improvement of the Common Elements or Limited Common Elements may be made without prior written consent from the Board or Management. The Residential Unit Owner must submit plans and/or specifications for any proposed alterations, additions or improvements to the Common Elements or Limited Common Elements. If any alteration, addition or improvement is made without written approval, the Board through its agents shall enter upon the Common Elements or Limited Common Elements and restore them to their original condition, and any expense so incurred shall be assessed against the Residential Unit Owner charged with the violation of this House Rule 9.
- (b) No work of any kind shall be done upon the exterior of the building walls, roofs or other Common Element or Limited Common Element without prior written consent of the Board.
- (c) No addition, alterations or improvement may be made to a Residential Unit if it would weaken the structural integrity of any part of the Common Elements or Limited Common Elements.
- (d) All work performed in a Residential Unit that is deemed non-cosmetic is subject to inspection by the Board or Management. Any and all alterations, additions or improvements to the interior of a Residential Unit must have prior written consent of the Board or Management.
- (e) Any request to make alterations, additions or improvements shall be submitted in writing to the Board through Management at least 30 days

prior to starting any work in the Residential Unit. Should work be deemed more than cosmetic, the Board or Management may request further information prior to giving written approval.

- (f) Any alterations, improvements or additions that require the removal or partial removal or any walls within a Residential Unit or any demising wall between two Residential Units, must be accompanied with stamped architectural plans detailing the work that is to be completed.
- (g) The Board or Management must be given a copy of any permit that is required by the City of Chicago. All permits must be posted on the interior of the front door of the Residential Unit until all work is complete.
- (h) Any electrical, cable or communication wiring that is added to the Residential Unit must be within the Building Code of the City of Chicago.
- (i) All construction within a Residential Unit must take place between the hours of 8:00 a.m. until 5:00 p.m. Monday thru Friday, and between 10:00 a.m. until 4:00 p.m. on Saturdays. Construction on Sundays is not permitted without Board approval.

#### **11. Utility Closet Access**

- (a) Any owner who requires access to a locked utility closet for purposes of installing or maintaining gas, phone or cable services must contact the management company at least twenty four (24) hours in advance and schedule an appointment to have access to the appropriate closet. If an appointment is not properly scheduled, access to the closet(s) will be denied.
- (b) Any owner who has an appointment with a utility company must be present to grant them access to the property. At no time will the Association or Management grant anyone access on behalf of an owner, nor will they meet with them on the owner's behalf.

#### **10. Satellite Dishes**

- (a) If a Residential Unit Owner decides to install an individual satellite dish the Residential Unit Owner must call Management for proper installation instructions. Subject to FCC regulations, all satellite dish installations must follow the rules and regulations set forth in the Declaration and by the Board. No satellite dish, or any of the related components, may be affixed to any exterior wall, roof or roofing element, Common Element or Limited Common Element, including balconies; however, such antennas may be placed on the roof, in an area designated by the Board, on its own flat-bottomed ballasted base so it does not puncture the roof.

- (b) Any Residential Unit Owner found to be in violation of subsection (b) of this House Rule 10 may be subject to a \$100 fine plus the costs of removal of the satellite dish and the costs of repairing any damage to the Property.
- (c) Any damage caused by a Residential Unit Owner while installing a satellite dish will be the responsibility of the Residential Unit Owner.
- (d) The Association shall not be responsible for any damage caused to any satellite dish or equipment removed pursuant to this House Rule 10.

## **11. Refuse Disposal**

- (a) All refuse must be placed in trash bags that are tied prior to being placed in the trash chute. No refuse may be left in the trash chute rooms located on each floor in each building. Large items that do not easily fit within the trash chute must be brought down to the dumpsters on the first floor in the building. Do not force large items down the trash chute.
- (b) No boxes, hangers, sticks or loose refuse may be placed in the trash chute or left in the trash chute room.
- (c) No refuse may be left outside of a Residential Unit in the hallway or on any balconies.
- (d) No refuse is to be placed on the ground in the first floor dumpster room.
- (e) Construction debris may not be disposed of in the trash chute.
- (f) Christmas trees may not be left in a trash chute room. All Christmas trees must be transported in a tree bag to the dumpster.
- (g) Any Residential Unit Owner found to be in violation of this House Rule 11 shall be fined \$25 for the first violation and \$50 for each additional violation.

## **12. Signs & Solicitation**

- (a) No “For Sale” or “For Rent” signs, advertising or other displays are allowed on any part of the Property or which may be visible from the outside of a Residential Unit except as provided in the House Rules or with written permission of the Board.
- (b) To accommodate Residential Unit sales, “Open House” signs may be displayed only on the day of the open house and located outside of the front of the Property.

- (c) No signs or advertisements may be posted or distributed without prior approval of the Board or Management.
- (d) No real estate lock boxes may be attached to any Common Element or Limited Common Element including but not limited to the exterior of either building.
- (e) Solicitation is not allowed on the Property without Board approval.

**13. Hallways and Doors**

- (a) No personal property, including, but not limited to, doormats, shoes, umbrellas, strollers or carts, may be placed in front of any Residential Unit door or left in a hallway.
- (b) No Residential Unit Owner may alter the appearance of the exterior of any Residential Unit door. No decorations of any kind may be hung on the outside of any Residential Unit door. Mezuzahs are allowed on the doorpost.
- (c) All Residential Unit doors to hallways must be kept closed.
- (d) All doors leading into the building from outside and all stairwell doors on each floor must be kept closed.
- (e) Any Residential Unit Owner found to be in violation of this House Rule 13 may be fined \$25 for the first violation and \$50 for each additional violation.

**14. Balconies**

- (a) All balconies are Limited Common Elements.
- (b) Only lawn furniture, grills or potted plants may be kept on balconies and must be in compliance with City of Chicago Building Ordinance. All plant boxes that are hung from the railing of any balcony must not hang below the bottom of said areas and must hang over the interior area of any such balcony.
- (c) No flags, banners or other decorative items may be hung on any balconies.
- (d) Bicycles, garbage cans, boxes and the like may not be stored overnight on any balconies.

- (e) All items stored on any balconies are subject to removal if the Board or Management determines that such items present a hazardous condition to a building or its residents.
- (f) Nothing may be thrown from balconies including cigarettes, firecrackers and other debris.
- (g) No clothing, rugs or other household items may be hung over the railing of any balconies at any time.
- (h) No Residential Unit Owner may alter balconies without Board approval.
- (i) Any Residential Unit Owner found to be in violation of this House Rule 14 would be fined \$25 for the first violation and \$50 for each additional violation.

**15. Move-in, Move-out and Deliveries**

- (a) All move-ins, move-outs and large deliveries are to be scheduled through the Management Company. A notice is required at least five (5) business days prior to move-in, move-out or delivery. Also, the Moving Request Form must be completed and returned with the Moving Fee and Damage Deposit at least three (3) business days prior to move-in, move-out or delivery.
- (b) There is a \$150 non-refundable Moving Fee and a \$500 refundable Damage Deposit is required for all move-ins, move-outs or to have the elevator locked off and padded for large deliveries. All funds must be in a form of a certified check or cash. The Damage Deposit will be refunded within 10 business days, if there is no damage to the common areas or elevator. Residential Unit Owners are responsible for any damage caused to the elevator or common area caused by any movers or delivery personnel.
- (c) An elevator may not be used to move-in, move-out or move large items without proper padding. Management will provide the necessary padding after all fees and deposits have been paid.
- (d) All requests to lock off an elevator to facilitate move-ins, move-outs and deliveries will be entertained but not guaranteed. Management and the Board each reserve their right to decline such a request if, it may negatively affect the Residential Unit Owners or residents currently living in the buildings. Any elevator that is granted permission to be locked off may only be so for a period not longer than 4 hours.

- (e) The Association, Board and Management are not liable for the loss or damage of any personal property that is delivered to the Property. Nor shall they be liable for any personal property left with any person working for the Association or Management.
- (f) All move-ins, move-outs and large deliveries must be made Monday thru Friday 9:00 a.m. through 5:00 p.m., and Saturdays between 8:00 a.m. through 12:00 p.m.

**16. Bulletin Boards**

- (a) All general information for the Association, i.e. meeting notices, memos etc., can be found on the bulletin boards located in the lobby. The bulletin boards are for posting of items that have been approved by the Board.
- (b) All items that are not Board approved will be removed from the bulletin boards.

**17. Emergencies**

- (a) All Residential Unit Owners and residents must provide Management with phone number(s) where they may be reached in the event of an emergency.
- (b) All non-resident owners must maintain a current address and phone number(s) with Management for emergencies.
- (c) In case of emergency, first call 911 and then Management.

**18. Emergency Alarms and Fire Extinguishers**

- (a) This House Rule 18 and City of Chicago Fire Code requires each Residential Unit to have at least one working smoke detector within 15 feet of all rooms used for sleeping purposes. All smoke detectors should be checked regularly to make sure that they are in proper working order. The Association shall have the option, but not the duty to install smoke detectors in non-complying Residential Units at the expense of the Residential Unit Owner.
- (b) No one may tamper with any alarm, fire extinguisher or other emergency service device at any time.
- (c) Any Residential Unit Owner found to be in violation of this House Rule 18 shall be fined for the cost of repair of any damage, plus a minimum of \$100 for the first offense.

**19. Keys**

Any Residential Unit Owner who loses their key(s) shall be responsible for the cost of duplicating such keys and/or the cost of a hiring a locksmith.

**20. Smoking**

Smoking is prohibited everywhere within the interior Common Elements.

**21. Registering Complaints/Reporting Violations**

- (a) All owners who wish to register a complaint or report a violation of the Association's Rules and Regulations to the Board of Directors or Management must do so in writing and forward it to the Management Company via U.S. mail, email or fax. No verbal complaints will be acted upon.
- (b) Any owner who files a complaint resulting in the issuing of a violation notice to another owner must be present if the accused owner requests a hearing before the Board of Directors. If the complaining owner does not show up for the hearing, the violation will be dismissed.

**22. Fines**

- (a) The Board may levy reasonable fines for any violation of any provision contained in the Declaration or the House Rules. The levy of any fine shall not limit or restrict any other remedy available to the Board or any other action that may be taken by the Board for any such violation, whether pursuant to the Declaration or the General or House Rules. The amount of any fine may be stated in these General or House Rules, or if not so stated may be established in the sole discretion of the Board at any meeting or hearing at which any vote is taken to determine whether any violation has occurred.
- (b) Prior to levying any fine, a Residential Unit Owner must be notified of the violation or alleged violation in writing. Such notice will request that the Residential Unit Owner appear at a regular meeting of the Board designated by the Board for the purpose of conducting a hearing to determine whether the Residential Unit Owner has violated any provision of the Declaration or the General or House Rules. Any such meeting must be held within 30 calendar days of the date notice is given. If the Residential Unit Owner does not wish to contest the fine, the Residential Unit Owner may notify the Board as such and attendance at said meeting is not necessary.

- (c) Failure to attend any such meeting for which notice has been duly given shall be sufficient grounds for finding that the Residential Unit Owner has violated the relevant provision.
- (d) At any such hearing attended by the Residential Unit Owner, the Board shall, after giving the Residential Unit Owner the opportunity to be heard, determine whether the Residential Unit Owner has violated the relevant provision by vote of at least a majority of its members. At any such hearing, the Residential Unit Owner shall have the right to be represented by counsel and the right to face the person or persons who have complained about or observed the violation or alleged violation. Requests must be made to the Board prior to the meeting.
- (e) The Board in its discretion may conduct any such hearing in closed session to the extent authorized to do so by the Illinois Condominium Property Act, provided that any vote taken to determine whether any violation occurred must be taken in an open session.
- (f) Any fines levied shall be due and payable on the first day of the month following the day on which the fine is levied, and if not paid on or before that day, such fine shall be considered a delinquent assessment, subject to the provision of General Rule 1 as though such fine had originally been due and payable as an assessment.
- (g) Unless otherwise noted in the applicable General or House Rule, the fines imposed shall be at least \$50 for the first offence and \$100 for the second offence. They will continue to double if the violation is not ceased and are subject to late fees if the fines are not paid in a timely manner.

**23. Sundeck**

- (a) The sundeck (“Sundeck”) is located on the roof. The Sundeck is a Common Element.
- (b) Only residents and their guests are permitted to use the Sundeck.
- (c) The Sundeck may not be reserved for exclusive use, such as a private party.
- (d) An adult must accompany all children under the age of 14 at all times while on the Sundeck.
- (e) Pets are not allowed on the Sundeck.
- (f) Residential Unit Owners are not allowed on any part of the roof other than the Sundeck without Board or Management approval.

- (g) Nothing may be thrown off the roof from the Sundeck.
- (h) The Sundeck is available for resident's use any time Monday through Sunday. In consideration of the other residents, the Sundeck area may not be utilized after 12:00 midnight on Friday and Saturday and not after 10:00 p.m. Sunday through Thursday.
- (i) Any items that are left on the Sundeck overnight will be removed and disposed of at the responsible Residential Unit Owner's expense.