

**111 EAST CHESTNUT CONDOMINIUM**  
**RULES, REGULATIONS & PROCEDURES**

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EXHIBIT I: FINES and FEES and VIOLATIONS

EXHIBIT II: CONSTRUCTION RULES (IS NOT INCLUDED IN THIS PACKAGE AND WILL BE DISTRIBUTED AT A LATER DATE)

EXHIBIT III: SERVICE ANIMAL/ EMOTIONAL SUPPORT ANIMAL POLICY

EXHIBIT IV: CHESTNUT ROOM USAGE AGREEMENT FORM and RULES AND REGULATIONS FOR USE OF CHESTNUT ROOM

**111 EAST CHESTNUT CONDOMINIUM  
RULES, REGULATIONS & PROCEDURES**

**Please Note: Violation of any rule may be subject to fines. Please refer to “Exhibit I: Fines and Fees and Violations” document for further details.**

**S-1 ADVERTISEMENTS, COMMUNICATIONS AND SOLICITATIONS**

Only the condominium Association's Management Office may circulate notices under the doors, and such notices must pertain to Association business only. There is a bulletin board available for Owners to use on the 10th floor hallway and in the common laundry room. Bulletin board use is limited to one sign or flyer, not to exceed 8.5" x 11" per Resident. Only advertisements for services that benefit the Residents may be posted, such as child-care, pet care, home care. The sign/flyer will be removed after 30 days. Realtors posting advertisements for property listings must be an Owner in the building and may advertise only properties in the 111 East Chestnut Building.

**S-2 ANNUAL MEETING**

An annual meeting for all Unit Owners is held in April of each year to elect Board Members and to receive reports from the President and Treasurer of the Board of Directors. This is also a time for discussion of special projects and other timely issues affecting the building. All Unit Owners are notified of the time and location of the meeting and are encouraged to attend. **A quorum of 20%, based on percentage of building ownership, is required in person or by proxy to transact business at the annual meeting.** Please respond by proxy if you are unable to attend.

**S-3 ASSESSMENTS & COLLECTIONS & LATE FEE**

1. **Monthly assessments and/or special assessments (if applicable) are due and payable on the 1<sup>st</sup> day of each month regardless of whether or not the monthly statement has been received, and considered late after the 10<sup>th</sup>. Payment received after the 10<sup>th</sup> of the month will automatically incur a late fee charge (See Exhibit I: Fines and Fees and Violations).**
  2. To ensure that payments are accurately credited, checks for Assessments (or other fines or fees) are to be made payable to “111 East Chestnut Condominium Association.” Checks must be MAILED to the lockbox address listed on the statement. Enclose the statement coupon with the Assessment check, or, if there is no coupon available, write the account number on the check. **Assessment checks will not be accepted in the Management Office**, with the Doormen, or at the Front Desk, as the checks will be returned to the Owner for proper mailing. The Association is not responsible if your check arrives late.
  3. If a person owns multiple Units, assessment payments for each Unit shall be on separate checks, each mailed with the remittance portion of your statement and/or account numbers written on each check. This will ensure that your payments are properly posted to your accounts.
  4. Neither Management nor the Association is responsible for lost items and/or the untimely pickup and delivery of your mail. You should allow for at least five (5) business days for delivery by mail.
  5. Any billing discrepancies or other matters should be communicated separately and in writing directly to the Management Office.
  6. All payments will be **applied to the past due balance** from the previous month(s) and, then, to the current charges.
  7. In the event that any payment to the Association is not honored for any reason, an administrative fee (See Exhibit I: Fines and Fees and Violations) for handling the returned payment or rejected Auto Debit will be charged to the Unit Owner's account and will be the responsibility of the Unit Owner to pay. This also refers to payment made via Auto Debit system (Check with the Management Office for information on Auto Debit).
- Any account that is more than 40 days past due shall go into collection action.

## **S-4 BICYCLES**

1. All Bicycles kept in the building bike room must be registered with the Management Office, **assigned a space number, and must display the identifying sticker issued by Management.** There is an annual fee (see Exhibit I: Fines and Fees and Violations) for storing any bike in the bike room. The fee will be prorated for the first year, based on the time of registration. The fee is due before the bike may be stored in the storage room. Bicycles without stickers are considered unauthorized users of the bike room and will be removed and disposed of by Management after 30 days-notice has been attached to the bicycle.
2. Bicycles may not be either stored or left in the Building Common Areas. A storage area for Residents' bicycles has been set aside in the garage on the ground level. Access to the bike room is activated via a key fob. **Use of the bike room is available to Owners only.** Due to limited space, Owners must request storage in the bike room through the Management Office. If the room is at capacity, the **Owner's** name will be placed on a waiting list. Storage rights are granted on a first-come first-served basis, per written request. **Rental tenants must apply for space through his/her Unit Owner. Renters who had not applied for space through his/her Unit Owner in the past but store their bike in the bike room currently will be allowed to keep their rental space until their current lease expires.** After the date of current lease expiration, the renewal of bike space must be requested through the Unit Owner. It is the responsibility of bike owners, not Association personnel, to keep the bike room neat and clutter-free.
3. If the annual fee for bike storage is not paid within the prescribed time, the **Owner** will lose the right to use the bike room and the bike will be removed and disposed of by Management after 30 days-notice has been attached to the bicycle. The Association or Management is not responsible for any losses incurred for bikes. Bike storage fees are not refundable.
4. The reasonable and expeditious transfer of bicycles and tricycles to and from the Residential Units is allowed via the freight elevator only. These riders must exit and enter the building via the Dock only. Residents storing their bikes in the bike storage room must exit and enter the building via the Pearson Street door only. Bicycles and tricycles are never permitted in the Chestnut Street lobby unless freight elevator is not available for use.
5. Unit Owners are responsible for any damage to common areas by their bicycles or tricycles, or the bicycles or tricycles of their guests' or tenants. Under no circumstances may bicycles be locked, chained or leaned onto any structure in the lobby or onto any wall or glass structure in the common areas, or onto the fenced garden areas at the Chestnut Street entrance. Neither the Association nor the Building Management is responsible under any circumstances for any loss or damage to bicycles of Residents or their tenants or guests. Bicycle storage and transport through the building is strictly at the Owner's risk.

## **S-5 BOARD MEETINGS**

Except as authorized by the Illinois Condominium Property Act, Board meetings are open to all Unit Owners and Unit Owners are encouraged to attend.

1. Board meetings are generally held on the fourth Thursday of the month at 6:30 pm or scheduled at the discretion of the Board.
2. **Notice of meetings and agenda are posted in the lobby bulletin boards stanchion, on the 10<sup>th</sup> floor document frames, in elevators and electronically on the Association web site a minimum of 48 hours prior to the meeting.** Approved minutes of meetings are available to Owners for reviewing in the Management Office or Association's website. If a meeting date or time or place is changed, notice will be provided to all Unit Owners at least 48 hours prior to the meeting.
3. The Board conducts the Association's general policies, budgets, assessments and other matters.
4. Its seven members are elected for staggered two-year terms at the Unit Owners' Annual Meeting in April. Only Unit Owners are eligible to serve.
5. The Board elects the Association's officers (President, Vice-President, Secretary and Treasurer) at the Board meeting following the annual meeting of the Association.

6. When there are multiple Owners of a Unit, only one Owner of a Unit may serve on the Board of Directors at one time.

### **S-6 BUILDING PERSONNEL**

These dedicated individuals serve the needs of all Residents/Owners as those needs relate to the care, maintenance and security of the common areas and building systems. Any complaints regarding building personnel should be addressed in writing to the Management Office or Board of Directors.

1. Abusive behavior toward any building employee will not be tolerated.
2. No employee of the building may be sent out of the building by any Resident or Owner for any purpose while the employee is on duty.
3. Any extraordinary requests for service should be made in writing to the Management Office so as not to deter the staff from their primary tasks.

### **S-7 BUSINESSES**

Subject to the provisions of the Declaration, the By-Laws and the Rules and Regulations of the Association, no part of the Property shall be used for other than (i) housing and the related recreational and common purposes for which the property was designed with respect to the Residential Units, and (ii) commercial uses for which the Commercial Units were designed and which are permitted uses in the zoning district in which the Property is located.

### **S-8 CABLE TELEVISION AND INTERNET SERVICES**

The Association subscribes to bulk cable TV and/or internet service. Each Unit is charged a flat fee as a separate charge in the monthly assessment statements for this service. Cable and/or internet services are contracted through a vendor periodically selected by the Board of Directors.

### **S-9 COMMON ELEMENTS**

The Common Elements of the Building are defined in the Declaration and are owned by all Unit Owners in the portion set forth in the Declaration. For Chestnut Room Common Element, the Unit Owners/Residents should refer to "Exhibit IV: Chestnut Room Usage Agreement Form and Rules and Regulations for Use of Chestnut Room."

### **S-10 COMPLAINTS/SUGGESTIONS**

Any concerns regarding the building should be first addressed in writing to the Building Manager. If the problem is not resolved, please communicate in writing with the President of the Association who will, in turn, if necessary, communicate with the Association's Board. Complaints of violations of rules must be submitted in writing to the Management Office.

### **S-11 CONSTRUCTION RULES** (Contractors, Workmen, Repairmen & Deliverymen, see Exhibit II)

When work is to be performed in a Unit for all maintenance, renovation, repairs and replacements, Unit Owners and Contractors must follow our Construction Rules. Please refer to our complete Construction Rules under Exhibit II.

### **S-12 COOK TOPS**

Un-vented cook tops that require external venting into the building duct system are not permitted.

### **S-13 DAMAGE**

If, due to the act or neglect of a Unit Owner, or of his or her agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements, Limited Common Elements or to a Unit owned by others, and maintenance, repair or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance. Please also see Section 37-Insurance.

### **S-14 DELIVERIES**

1. **All deliveries that require use of the service elevator must occur between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday. With the exception of grocery store deliveries, Saturday deliveries that require the freight elevator must be delivered between the hours of 7:00 a.m. and 5:00 p.m. Sunday deliveries requiring the freight elevator are prohibited except special circumstances to be approved by the Management Office.** All service elevator usage must be arranged in advance through the Management Office. After office hours or if Management Office is not available, please make arrangements through the doorman.
2. Groceries must be delivered via the service elevator, except those that are hand-carried.
3. Food, pharmacy and other similar deliveries requiring persons to be on unit floors must register with the doorman.
4. The delivery person must leave a driver's license or state identification card with the Doorman while in the building.
5. The Doorman will telephone the Resident prior to admitting the delivery person. Building policy does not permit the placement of advertisements under unit doors, and if this should occur, Management may revoke that vendor's right to access unit floors in the future.

### **S-15 DOORMAN**

A Doorman is on duty 24 hours a day in the outer lobby. Doormen are primarily responsible for building security and for admitting Residents and their authorized guests to the building. The doorman may sign for FedEx, USPS, and UPS, etc. deliveries. Doormen may also assist Residents entering or leaving the building.

The Doorman must notify the Residents of the arrival of any guest or other person before permitting the person to enter the building. In the case of an event, the Resident should provide the Doorman with a guest list in advance, permitting the Doorman to admit individuals on the guest list to the Unit without prior announcement or notification.

The Doorman is also required to enforce all Building Rules. Furthermore, Doormen are required to direct persons to the appropriate elevators for deliveries depending on the nature of delivery.

The Condominium Association has established the following procedures for the Doormen:

1. Doormen are not permitted to park cars for Residents or their guests or accept car keys.
2. Delivery people will be allowed to deliver to individual Units subject to proper security measures implemented by the Doormen.
3. Doormen will be receiving packages. Neither the Doormen nor the Association is responsible for the lost, missing or damaged items left at the front desk or the designated area, including flowers or any other perishable items. It is the responsibility of all Residents to check with Doormen to ensure timely receipt of items.

### **S-16 DRIVEWAY (CHESTNUT STREET ENTRANCE PARKING)**

Parking in the front of the building at the curb on Chestnut Street is designed for the convenient purpose of loading and unloading. The front curb of the building should remain clear for emergency purposes. Parking at the curbside is being monitored by the Chicago Police Department and temporary parking beyond 15 minutes may result in ticketing and/or towing.

### **S-17 DRONES**

No resident shall be permitted to fly a drone, including but not limited to those drones equipped with an imaging/recording device, to, from, onto or into the Association's Common Elements and/or Limited Common Elements, or which records/photographs the Association's Common Elements and/or Limited Common Elements, without the Board's prior written consent. In addition, no resident shall be permitted to fly a drone which records/photographs the interior of a Unit, without the Unit Owner's prior written consent.

### **S-18 ELEVATORS**

1. Four passenger elevators are located in the lobby. The service elevator is located at the back of the lobby in the loading dock area. Any malfunctions of elevators should be reported immediately to building doorman who will contact the building engineer.
2. Shoes and cover-ups must be worn at all times in the elevators and passengers must be free of excess water.
3. Each elevator is provided with an electric alarm bell, which can be operated from the inside of the elevator, as well as a phone.
4. The building maintenance staff has been instructed to respond immediately to an elevator alarm and correct the problem or notify the elevator Maintenance Company or the Fire Department.
5. Smoking or carrying lighted smoking materials is prohibited.
6. Eating and drinking in any elevator is prohibited. Food transported to BBQ decks must be carried in covered containers.
7. Residents may not allow children to play in elevators.
8. Only the service elevator may be used for moving in, out or within the Building, and may not be used for moving without prior scheduling with the Management Office.
9. Furniture too large for the luggage cart may not be moved via the passenger car without prior authorization of the building Management. Any damage to the passenger elevators will carry a fine and repair of the damage at the Owners' expense.
10. Luggage/grocery cart must be returned to doormen immediately after their use.

### **S-19 EMERGENCY NUMBERS**

All emergencies should be reported to the doorman at: 312-944-7789 or 312-649-0316 or 911.

### **S-20 EMPLOYEE PROBLEMS**

Owners experiencing problems with any employees or building services should file a written report with the Building Manager rather than attempt to resolve matters personally. Unit Owners experiencing difficulties in resolving problems with the Building Manager should contact the Board President in writing.

### **S-21 EMPLOYEES OF RESIDENTS**

Employees of Residents, whether full or part-time, must be registered with the Management Office and sign in at each arrival with the doorman.

### **S-22 ENTRY PROCEDURES - UNITS**

In cases of emergency, Management may enter any Unit immediately. Management reserves the right to enter any Unit to perform work approved by the Condominium Association.

### **S-23 EXTERIOR APPEARANCE/EXTERIOR ATTACHMENTS**

1. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside a Residential Unit, which may be visible from the outside of a Unit (other than draperies, curtains or shades of a uniform light and neutral appearance subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his/her Unit, or install outside his/her Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board.
2. No Owner of a Unit shall display, hang, store or use any sign outside a Residential Unit, in a hallway or elsewhere, which may be visible from the outside of his Unit, without prior written permission of the Association or the Board.
3. Residents shall not cause or permit anything to be placed on the exterior of the building. No sign, awning, canopy, shutter, radio or television wiring or antenna or other device shall be attached to, hung from or placed upon the exterior of the building. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the premises.

## **S-24 EXTERMINATING**

The Association contracts for routine exterminating services for the common areas and for a limited number of exterminations with individual Units. If you see or suspect insects or rodents, please contact the Building Manager. Service outside of the regular visits will be charged to the Unit Owner.

Routine exterminating is conducted and paid for by the Association. Please report any problems requiring special attention to the Building Management immediately in writing.

### **Please find the Association's Pest Management Plan and Policy for Bed Bug Detection and Remediation below:**

1. The Board of Managers for the 111 East Chestnut Condominium Association (the "Association") has determined that it is in the best interest of its Owners, Residents and guests, that a well-established policy be adopted and disseminated to the Association's Owners regarding its procedures related to bed bugs.
2. In recent years, bed bugs have become a serious threat to the health, safety and property of individuals living in close proximity with others. The Association is highly susceptible to bed bug infestations because of the closeness of its Units and the shared common elements accessible by all members. This issue is made even more serious due to the fact that bed bugs reproduce and spread at a high rate and are sometimes difficult to detect and always difficult to remediate once an infestation is detected.
3. The Association shall take an aggressive position regarding preventative measures to ensure that bed bugs do not become a serious issue. If bed bugs are detected, the Association will aggressively work to ensure that the known infestations are remediated so they do not spread. As of the date of this policy being adopted by the Board of Directors, the following procedures shall be followed by the Association related to the detection/remediation of bed bugs.
4. The City of Chicago has amended its Municipal Code, Section 4-4 by the addition of a new Section 4-4-332 to address bedbug issues generally and, specifically, for the inspection, detection and treatment of dwelling Units relative to bed bugs. It is the purpose of this pest management plan and policy for bedbug detection and remediation to comply with the requirements of the Municipal Code.

#### **A. Voluntary Inspections**

The Association shall engage the services of a bed bug detection service. This detection service may include the use of trained bed bug detection dogs as they are most effective tool in locating bed bugs that may be too small to see by human inspections. Reasonable accommodations may be made by the Board of Directors under certain circumstances. The Association shall advise members well in advance of any voluntary inspection. Units WILL NOT be entered without the permission of the Owner for voluntary inspections. The cost of voluntary inspections shall be the responsibility of the Association. The Association has the right to bill back the costs of the remediation if warranted by the circumstances.

#### **B. Owner/Tenant Responsibility**

Each Owner and tenant of a Unit in the Association shall immediately notify, in writing, the manager of any known or reasonably suspected bedbug infestation in the presence of the Unit, clothing, furniture or other personal property located in the building. The failure to comply with this provision shall constitute a violation of the rules and regulations of the Association. In the event bedbugs are discovered and/or reasonably suspected to be present, the Owner/tenant shall cooperate with the Association in the control, treatment and eradication of the bedbug infestation found or suspected in the Unit. As part of that cooperation, the Owner/tenant shall:

- (a) not interfere with inspections or treatments;
- (b) after reasonable notice in writing to the Owner/tenant, grant access at reasonable times to the Unit for purposes of bedbug infestation, inspection or treatment;
- (c) make any necessary preparations, such as cleaning, dusting or vacuuming, prior to treatment in accordance with any pest management professionals recommendation; and
- (d) dispose of any personal property that a pest management professional has determined cannot be treated or cleaned before the treatment of the Unit.
- (e) prior to removing any personal property from the Unit, safely enclose in a plastic bag any such personal property while it is being moved through any common area of the building, or stored at any other location. The personal property shall remain enclosed in the plastic bag until such times that the property is either properly disposed of or treated and no evidence of bedbug infestation can be found or verified.

Prior to the mandatory inspection or treatment for bedbug infestation, Management shall send a written notice to the Owner/tenant of the Unit to be inspected or treated which advises the Owner/tenant of the respective responsibilities under this plan and sets forth the specific preparations required by the Owner/tenant.

#### C. Mandatory Inspections

Upon the detection of a bed bug infestation, certain Units shall be subject to mandatory inspection, and if necessary, treatment by the bed bug detection service. Those Units will be those directly next to the infested Unit, and above and below it. The inspection and treatment shall be continued until no further infestation is detected. This is because bed bugs have the ability to move easily between Units that share a wall or floor/ceiling. Mandatory inspections are vital in the effort to completely remediate a bed bug infestation. The Association shall advise members well in advance of any mandatory inspection. Units WILL be entered with or without permission of the Owner for mandatory inspections. If access is denied after notice by the Association, the Association shall proceed with legal action to gain access and seek recovery of any and all costs/fees associated with gaining the Owner's cooperation. In the event the Owner/tenant initially brings the existence of bedbugs to the attention of the Manager, and cooperates with subsequent inspections and treatment, or in the event the presence of the bedbugs is discovered via the voluntary inspection procedure, the cost of mandatory inspections and treatment shall be the responsibility of the Association. In the event the existence of bedbugs is not reported by the Owner/tenant, and the Owner/tenant has refused to permit the voluntary inspection of the Unit by the Association, in the event bedbugs are discovered in the Unit, the resulting treatment and further inspections/treatment may be billed back to aforesaid Owner if warranted by the circumstances.

#### D. Treatment

The Association shall engage the services of a bed bug remediation service for use by all members with known bed bug infestations. By the Association engaging one service, it can ensure that the cost is controlled and quality of service maintained as opposed to each member obtaining separate services. This will ensure that the infestation does not get worse or spread to other Units. Units with known infestation MUST follow the instructions of the remediation service to prepare their Unit in advance of the remediation. Failure to properly prepare a Unit after notice by the Association will result in a violation notice, and after a hearing, the imposition of a daily fine for every day of noncompliance in an amount to be determined by the Board. Alternatively, the Association may proceed with legal action

to gain access to the Unit to conduct the necessary preparation and seek recovery of any and all costs/fees associated with the preparation and gaining the Owner's cooperation.

**E. Recordkeeping/Reporting Requirements**

Management shall maintain written records of any pest control measures performed by a pest management professional in the building and any report prepared by the pest management professional. The plan and records shall be (1) maintained either on-site in the building or at the Association's Management Office; (2) maintained for three years; and (3) open to inspection upon request by authorized city personnel, including but not limited to employees of the Departments of Health and Buildings.

**S-25 FITNESS CENTER**

The fitness center is on the 10th floor and is open 24 hours a day 7 days a week. It is available for use by all Residents. Children under the age of 16, pets and food are not permitted in the area. Shirts and appropriate athletic shoes must be worn in the Fitness Center. Owners can bring maximum one guest to the fitness center. Owners are responsible for their guest and the guest must be accompanied by the Resident at all times when using the fitness center with the exception of a house guest (See Section 32- Guests). The fitness center is equipped with an emergency phone to the Doorman's station.

**S-26 FINES and RULES and VIOLATIONS**

Please refer to "Exhibit I: Fines and Fees and Violations" document.

**S-27 FIRE EXTINGUISHER**

Hand operated fire extinguishers are located in the stairwells of each floor and in the trash chute rooms. They must not be removed except in case of a fire. Residents are required to keep a fire extinguisher with at least an ABC rating in their Unit that is subject to annual inspection. A recommended location for the fire extinguisher is somewhere in the kitchen.

**S-28 FIRE SAFETY**

1. If a fire starts in your Unit or there is smoke near your Unit:

Immediately call the Chicago Fire Department (911). Tell them the floor and Unit number, the street address and the description of what you have observed. Do not assume that anyone else has already called them. Also call the doorman on duty at 312-649-0316 or 312-944-7789. Remember to speak slowly and clearly.

2. Before trying to leave your Unit, place your palm against the door. If the door feels warm to the touch within 5 seconds, do not attempt to open it, as this indicates the presence of a dangerous fire condition in the corridor.

3. If the door is not warm to the touch, carefully open it slightly to check for the possible presence of smoke in the corridor.

4. If you determine that the corridor can be used, alert occupants of other Units on your floor and proceed to the closest fire exit stairwell. Be sure your door and stairway door have closed behind you. Do not attempt to use the elevators.

5. If your door is warm to the touch or if there is heavy smoke in the corridor, keep your door closed. Seal cracks around the door and any other places where smoke appears to be entering with wet towels.

6. The Fire Department recommends keeping a plastic packaging tape on hand to seal doors, and preparing cardboard squares that can be taped over kitchen and bathroom vents in advance.

7. Smoke detectors are required to be installed in all Units at the Owner's expense. Consult with the Building Engineer as to where these should be installed.

8. Please refer to Association's Emergency Evacuation Plan for additional information. The Emergency Plan is distributed to all Unit Owners annually by the Management Office. A copy of this Plan is also available online at Association's website.

### **S-29 FLAMMABLE MATERIALS**

Fire Department regulations stipulate that explosive and flammable materials cannot be stored in storage lockers located in the common areas. These materials include paint thinner, aerosol cans, cleaning fluids, used cleaning rags, gasoline and ammunition. For the protection of everyone, it is requested that any violations observed be reported to the Building Manager.

### **S-30 FLOOR COVERINGS**

Management must receive one week's notice if flooring, including carpeting, is to be installed or removed. Management must inspect flooring (hard surface floor) preparation to assess compliance with Association's Construction Rules. Please see Construction rules, Exhibit II, for details. A Fine will be issued for non-compliance. The Board reserves the right to require removal and re-installation of any hard surface flooring installed in violation of the Association's Construction Rules.

### **S-31 GARAGE**

The 111 Garage Association is not owned or in any way affiliated with the 111 East Chestnut Condominium Association. Direct all questions and concerns regarding the garage to the Garage Management at 312-664-1189 or 312-664-1198.

### **S-32 GUESTS**

1. All guests and invitees of Residents or Unit Owners are responsible for complying with all Associations rules during their visits.
2. Unit Owners and Residents are responsible for the actions and behavior of their guests and invitees. No acts of violence or threats of violence against property or people will be tolerated.
3. Guests and visitors must be announced to the Resident and authorized to enter the building by their Resident and sign the guest log.
4. A house guest is defined as the guest staying overnight in the Resident's Unit.

### **S-33 GRATUITIES**

The employees working at the Condominium are salaried and tipping of an employee for the performance of his/her duties is not expected. However, if an employee provides special assistance, offering a gratuity is at the discretion of the Resident.

### **S-34 HALLWAYS, STAIRWELLS & LOBBY**

1. Loitering is prohibited in all hallways, stairwells and lobby areas.
2. Smoking is prohibited in all indoor Common Areas of the Building and within fifteen feet (15') of all Building entrances.
3. Children and pets are prohibited from playing or running in any indoor Common Areas.
4. Bicycles, tricycles, skateboards, roller skates, scooters, carts and pets are not permitted in the lobby. Bicycles, tricycles, skateboards, roller blades, roller skates and scooters may not be utilized in any common areas.
5. Stairwell doors must not be propped open or the locking mechanism tampered with in any way.
6. City of Chicago Fire Department regulations prohibit placement of furniture, art objects, bicycles, sleds, buggies, carts, doormats, animals, or any other personal property in the hallways or stairwell. Doormen and other building employees are authorized to remove **and store** any such articles without notice. **After written notice by Management, removed articles will be stored up to 30 days before being discarded.**
7. No Unit Owner or Resident shall paint, decorate, or place signs upon the outside of his/her Unit including the doors to the Unit without prior approval. Those Unit Owners seeking approval

should contact the Management Office. The exterior of the doors must comply with the building standards.

8. Canvassing and distributing of material to individual Units and in Common Areas is prohibited except for the official business of the Association and Management. Nothing contained herein shall be intended to prohibit Residents from distributing campaign literature or knocking on their neighbor's doors for the purpose of political campaigning.

9. Door-to-door solicitation is prohibited.

10. Signs, posters, advertisements and notices other than those installed by Management are prohibited in the halls, stairwells or the lobby.

11. No speakers, intercoms, or security systems may be installed or allowed to physically or audibly project into hallways.

12. If, due to the act or neglect of a Unit Owner, or of his or her agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements, Limited Common Elements or to a Unit owned by others, and maintenance, repair or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance.

13. All Unit doors must be kept closed when not in use.

### **S-35 HOUSEKEEPING**

Nothing may be swept out into the corridor, stairwells or elevators from Units. Residents are required to educate any domestic help with these rules.

### **S-36 INSPECTIONS**

The Association reserves the right to direct Management to make a minimum of one annual inspection of every Unit for the purpose of testing smoke detectors, plumbing leaks, door sweeps and closures, HVAC Units and fire extinguishers. Management shall give ample notice to Residents of such inspection and make every effort to accommodate schedules of persons who wish to be at home during the time of inspection. Owners/Residents are required to give Management right of access to complete such inspection. Management shall notify Unit Owners promptly of any conditions requiring correction. This inspection by the Management does not constitute official warranty for each Unit and the Association/Management will not assume liability for any inspected items that are not in good working order at any time. Furthermore, the Association/Management will not assume any liability associated with the inspection itself or the work of inspecting Maintenance staff. The Owners are required to maintain their Units and certain items within, per the Declaration.

### **S-37 INSURANCE**

The Board of Directors maintains insurance on the building and common areas for damage, destruction, liability and other purposes. The premiums are included in the monthly assessment. Of particular interest to Unit Owner is the all-risk policy on the building. One of the provisions guarantees replacement of your home. This policy, however, does not cover the contents of your Unit, such as improvements, furnishings or clothing. This policy also does not cover any liability for accidents occurring within a Unit.

**Unit Owners are required to obtain insurance in the minimum amount of \$1,000,000 covering their personal liability and compensatory (but not consequential) damage to another Unit caused by the negligence of the Unit Owner or his or her guests, Residents, invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required under this paragraph, as well as the decorating, painting, wall and floor covering, trim, appliances, equipment, and other furnishings.**

Even if a Unit Owner elects to rent their Unit, the Unit Owner must obtain said liability insurance coverage. This Rule's requirements are not satisfied by an insurance policy obtained solely by the tenant. Similarly, some condominium homeowner insurance policies will not satisfy the requirements of this Rule without increased coverage limits and/or special endorsements. Unit Owners are strongly encouraged to consult with their insurance professionals to ensure full compliance with this Rule and to determine whether personal liability coverage in excess of the \$1,000,000 minimum specified in this Rule is advisable in their specific situation.

In order to monitor compliance with the requirements of this Rule, every Unit Owner must provide the Management Office with a certificate of insurance annually, confirming the existence of required minimum insurance coverage no more than 30 days after renewal of an existing policy or purchase of a new policy. Any lapse in coverage is considered non-compliance to the rule and is subject to the stipulated fines.

Any Unit Owner who fails to provide the Management Office with a certificate of insurance as required by this Rule, shall be assessed a fine, (see Exhibit I: Fines and Fees and Violations) until the Unit Owner provides the proper certificate of insurance.

In general, each Unit Owner/Resident should consult their insurance advisors for advice on insurance matters. However, the coverage of any Unit Owner policy should be coordinated with the overall building policies to ensure full coverage (see "Section 70-Water Emergencies").

The Association has insurance covering the Common Areas, workers' compensation and Officers' and Directors' liability. As stated above, each Unit Owner must have comprehensive homeowner's coverage provided at the Unit Owners' expense. Contact the Management Office for general information regarding this insurance.

### **S-38 HOT TUBS**

Installation of a hot tub requires approval from the Management Office.

### **S-39 KEYS, LOCKS, SECURITY SYSTEMS, LOCKOUTS**

1. The building engineer and his or her staff require access to Units in the event of an emergency. For this purpose, each Unit Owner must provide a key to the Management Office.
2. A duplicate key must be furnished to the Management Office if unit locks are altered or changed. If Management is not provided with a key or access code to a Unit, and is required to make forced entry, the Unit Owner, not the Management or Association, will bear the expense of repairing any damage.
3. The engineer is capable of changing a lock cylinder.
4. Owners installing private alarms systems for their Units must notify Management prior to installation.
5. Individual security systems that are disruptive to the building Owners/Residents are not permitted. Unit Owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate the disruption.
6. When a Unit Owner/Resident is locked out and the Management Office is closed, they must go to the door station for assistance. They will be required to complete a lockout form before the building personnel may allow them to access to their Unit.
7. A lockout fee (See Exhibit I: Fines and Fees and Violations) will be billed to the Unit Owner's assessment statement for lockouts during hours when the Management Office is not open.
8. If the Management Office does not have the Unit key, the lock must be drilled out. If the Owner/Resident requests the building engineers to do this, the Unit will be charged per hour, plus the cost for materials. Alternatively, Owner/Resident may call an outside locksmith.

### **S-40 LAUNDRY ROOM**

1. The laundry room is neither owned nor operated by the Association. The Association therefore assumes no responsibility for the operation or maintenance thereof.
2. The Laundry room should be kept neat by all Unit Owners and Residents.
3. Pets shall not be allowed in the Laundry Room.
4. Children shall not be permitted to congregate or play in the laundry room.

The use of the laundry room is for the Building Residents only. Any malfunctioning equipment should be reported immediately to the owner of the laundry room. The phone number is posted on the bulletin board in the laundry room. Please use the available "out of order" signs on the appropriate machine. Smoking is not permitted in the Laundry Room.

### **S-41 LEAKS**

1. While the Association continually tries to maintain the exterior of the building, leaks may occur from time to time. Please report all leaks immediately to the Building Manager or his or her staff or to the Doorman's station.
2. Plumbing leaks from Units are the responsibility of the Unit Owner and should be repaired immediately at the Unit Owner's expense.
3. For plumbing emergencies contact the Management Office or Doorman immediately.

### **S-42 LEASES AND TEMPORARY OCCUPANCY**

The leasing of a Unit is subject to the requirements of Article 22 of the Declaration and applicable City of Chicago ordinances. Leases shall be for a minimum of 6 months. Subleases are not permitted. In leasing a Unit, the Unit Owner is not relieved of any obligations, including payment of assessments and other fees/charges. The Unit Owner is fully responsible for the conduct of any lessee, their guests, or invitees per Associations' Rules and Regulations.

Provided Unit Owners comply with the requirements of Illinois Condominium Property Act, Section 22 and 23 of the Declaration, the By-Laws and the Rules, nothing contained below is intended to suggest that the Board need to give its permission/approval to the Unit Owner to lease his or her Unit.

1. Owner must complete "notice to lease" forms provided by Management.
2. Each executed lease of any one or more Units shall be in writing and a copy of every such lease shall be delivered by the Unit Owner to the Management Office no **later** than 10 days **after** the occupancy by tenant. Lack of a final executed lease by the Management Office after first 10 days shall be subject to fines (see Exhibit I: Fines and Fees and Violations). **No lessee may move into any Unit until such time as the Management Office has been supplied a copy of the documents in the lease package other than the final executed lease, at least 10 days prior to move-in date.** The Association may prohibit a tenant from moving in or occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by these rules.
3. Each lease must have attached a signed Acknowledgement Form confirming lessee's receipt of the Declaration, By-Laws and Rules. This form can be obtained from the Management Office. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound. The Association may file suit against a lessee or his or her Unit Owner and terminate the lease for any breach by the lessee of the Declaration, By-Laws or Rules.
4. In making any lease, the Unit Owner is not relieved of any obligations, under the Declaration, By-Laws or Rules.
5. No lease, assignment of lease, or sublease of any Unit may be for hotel or transient purposes or for a term of less than 6 months, except as specifically provided in the Declaration.
6. Every lease shall expressly provide that the tenant shall use the Unit only for residential purposes (as provided in Section 23 of the Declaration and By-Laws).
7. Owners and lessees must supply the following information to the Management Office prior to the renter moving into the building. Tenants will not be permitted to use an elevator for move-ins until

they have complied with all applicable rules including requested informational forms. All forms are available in the Management Office.

- a. Owners must provide:
  - i. Notice of intention to lease
  - ii. Resident information form
  - iii. Copy of executed lease with all riders.
- b. The tenant must contact the Management Office to reserve elevator time for the move-in.
- c. An administrative fee, elevator deposit, and move-in fee must be submitted 10 days in advance to the Management Office to cover normal wear and tear of the building as well as dock security and administrative processing.
- d. The Tenant must provide the following information prior to move-in:
  - i. Phone numbers at home and office
  - ii. Names, phone numbers and addresses of contacts in case of emergency.
  - iii. Names of individuals residing in the Unit(s).
  - iv. Notification of any disability requiring special assistance in the event of any emergency situation.
  - v. Any other information reasonably required by the Management Office.
- e. The Unit Owner is responsible for supplying the tenant with Unit keys, mailbox key and common key fob which must be registered in the Management Office and entered into the computer system with the updated/current information. The building engineer can duplicate keys for a fee (See Exhibit I: Fines and Fees and Violations).
- f. The Board may lease any Units that are purchased by the Board or obtained through forceable detainer/eviction actions, or foreclosure or similar proceeding.

Unit Owners are responsible for distribution to and compliance of these rules by their tenants.

#### **S-43 LIABILITY**

Unit Owners, Residents and guests are advised that the Association, Management and the staff of the building are not responsible, nor do they assume, nor shall they at any time be liable for any damage, thefts, casualty or other causes with respect to personal property and accessories on the premises, regardless of whether such personal property is left either temporarily or long term. This applies to items received by the doorman or stored in storage areas of the building. Items stored or deposited to the care of the building are at the Owner's risk.

#### **S-44 LOBBY**

The main lobby is intended to provide an attractive entry for Owners, Residents and guests to the Condominium.

1. **Persons in swim attire, barefoot or otherwise inappropriately attired are not permitted in the lobby. The Chestnut Street dock entrance and service elevators are available for their use.**
2. **When Doormen are on duty, they may only be asked to help with items if the time involved will not interfere with their regular responsibilities.**
3. No obnoxious or offensive activity shall be carried on in the Common Elements, nor shall anything be done therein willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or occupants or which disrupts any other Unit Owner's reasonable use and enjoyment of the Property.

#### **S-45 LUGGAGE/GROCERY CARTS**

Luggage carts and smaller carts suitable for groceries or small packages are available from the doorman. Bulk deliveries including any delivery exceeding the capacity of luggage carts or grocery carts must be transported through the service elevator. Residents must return them to their respective stations immediately after use. Carts must not be left in the elevators, in the corridors, or for the doorman to retrieve. Abuse of this policy may result in denial of permission to use these carts.

Building carts are not for use for transport of laundry to the laundry room. In addition, the Building's carts cannot be used for move in or out.

**S-46 MAIL**

Mail is delivered and distributed according to U.S. Postal Service schedules. Mail which is too large for individual mailboxes will be held with the Doormen and a notice posted in the mail room and by email. If Unit Owners or Residents plan to be away for an extended period of time they must contact the post office for special arrangements.

**S-47 MAINTENANCE**

The maintenance staff, under the direction of the building engineer, is employed to clean the common areas and operate and maintain the mechanical systems of the building and the common areas.

1. Unless an emergency exists, maintenance staff may not perform any work within individual Units until a work order has been issued by the Building Manager. If there is any question as to the nature of and/or the responsibility for a needed repair within an individual Unit, the Building Manager should be contacted.
2. Except for emergencies such as flooding, water leaks, electrical, and/or heating and air conditioning calls during the severe weather, work orders are performed between 9:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise scheduled through the Management Office.
3. When maintenance services are required, a Resident must make arrangements for those services through the Management Office. The Management Office can be contacted from the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday. If the Management Office is closed, please leave a daytime phone number where you can be reached in the event the Management Office needs to speak with you before issuing a work order.
4. It is the policy of the Association not to loan out Association-owned tools or other type of equipment to Owners, or Residents, or their contractors.

**FOR EMERGENCIES, CALL THE DOORMAN AVAILABLE 24 HOURS: 312-649-0316 OR 312-944-7789.**

5. The Board of Directors reserves the right to establish a schedule of charges for service performed by the maintenance staff. The Association will not be responsible for any damages that occur as a result of repairs made by maintenance.
6. At Management's discretion, each Unit Owner is allowed service calls at a fee exclusive of the cost of parts (See Exhibit I: Fines and Fees and Violations). Services will only be performed for repairs and will not be performed for interior decorating purposes. The complexity of the repairs will be determined by the Management Office.
7. The schedule of repairs to be performed inside Units will be maintained by the Management Office. If it is determined that any item requires extensive servicing, the Building Maintenance staff will not perform the service.

**S-48 MANAGEMENT OFFICE**

The Management Office is located on the 10<sup>th</sup> floor of the building and is open Monday through Friday 9:00 a.m. through 5:00 p.m. excluding certain holidays. Notice of special hours for the Management Office is posted in advance on the office door and mail room bulletin boards.

Please record the following useful telephone numbers:

Management Office.....	312-649-9600
Management Office Fax.....	312-649-9034
Dry Cleaners.....	312-664-1151
Doorman.....	312-649-0316 or 312-944-7789
Police/Fire Emergency.....	911

RCN.....312-955-2500  
Parking Garage.....312-664-1198

**S-49 MOVE-IN ADMINISTRATIVE FEES & MOVE-IN AND MOVE-OUT DEPOSITS**

Moves into or out of the building are to be scheduled Monday through Saturday, beginning after 9:00 a.m. and finishing before 6:00 p.m. with the exception of holidays. Exceptions to these circumstances must be cleared with the Building Manager. The Building Manager should be notified at least one week in advance so that the service elevator can be reserved.

There are non-refundable administrative and move-in/move-out fees, and a refundable damage deposit fee due and payable prior to reserving the freight elevator for move in/move out.

Pads available from the maintenance staff must be used in the elevator at all times during the move.

Regarding Unit Owners' responsibility for any damage to Building Common Areas, please consult Section 13-Damage and Section-37 Insurance.

Prior to the move, the Owner and Building representative must complete an inspection of the area to be affected. If the follow-up inspection after the move is completed and reveals no damage resulting from the move, the refundable deposit will be returned. Should the inspection reveal damages, some or all of the deposit will be retained by the Association for correction of such damages. In the event damages exceed the initial deposit, the security deposit is forfeited by the Owner/Renter and any amount in excess of the deposit will be charged to the Unit Owner and the Association is not limited in its right to assess and collect additional cost for repairs in full. Any unpaid balances are subject to the Rules for Late Fee and Collections for monthly assessments.

In the event the Service Elevator goes out of service during a move, the move must be suspended until that elevator is back in service. The Association is not responsible for paying charges for delays in the completion of the move.

**Move-In/Move-Out Non-Refundable Administrative Fee:** Please note that there is a move-in/move-out administrative fee (see Exhibit I: Fines and Fees and Violations). This fee is due before the Resident takes possession of the Unit and reservations for the freight elevator will not be accepted unless the required fees and deposits are paid to the Association before the move. The amount of the move-in/move-out administrative fee is noted in the Sales/Lease packet as well as in the "Exhibit I: Fines and Fees and Violations" of the Rules and Regulations.

**S-50 NOISE/NUISANCES**

1. No obnoxious or offensive activity shall be carried on in any Unit or in any Common Elements/Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which disrupts any other Unit Owner's reasonable use and enjoyment of the Property.
2. No Unit Owner shall overload the electric wiring in the Building (see Construction Rules, Exhibit II, for details), or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Association, an unsafe or unreasonable disturbance to others.
3. Residents are to keep the volume of audio equipment or musical instruments at a level that will not disturb or annoy other Residents at all times, especially, between 11:00 p.m. and 8:00 a.m.
4. Smoking & cooking odors are to be contained within a residence and are considered a nuisance if they permeate into the common area corridors or into other residences.

**S-51 PLUMBING**

The Association assumes the responsibility for the maintenance and the repair of any common building plumbing excluding any plumbing that is inside an Owners Unit (interior wall into the Unit is the Owner's responsibility). The Unit Owner has sole responsibility for plumbing repairs/replacements

within his/her own Unit. Please refer to Section 13-Damage and Section 37-Insurance in regards to responsibility of Unit Owners for Common Area damage.

In cases where plumbing is installed contrary to the required codes or industry good practice, the Unit Owner shall have sole responsibility for repair or replacement whether said violation is interior or exterior to the Unit wall.

### **S-52 OPEN HOUSES, ESTATE SALES AND AUCTIONS**

To accommodate sales of Units, but at the same time maintain building security, public open houses are not permitted. However, open houses for real estate agents and/or caravans may occur Monday through Friday, 11:00 a.m. to 3:00 p.m., so long as they do not unreasonably inconvenience Residents. The Management Office must be notified in writing of these activities, at least, 7 days in advance.

"For sale" signs are not allowed to be posted in Unit windows or any other common areas, sidewalks and/or any entrance of the building. Estate Sales, Auctions or any other similar activities (with the exception of real estate open houses as described above) are strictly prohibited.

### **S-53 PETS**

According to Section 2 of Article VII of the Declaration and By-Laws:

No animal shall be raised, bred or kept in any Unit or Common Elements except for dogs, cats, small birds, fish and household pets of a Unit Owner commonly kept as household pets, provided said pets are not to be kept or

bred for any commercial purpose and provided that said pets shall be kept in strict accordance with the registration and administrative rules and regulations relating to household pets from time to time adopted or approved by the Board and the Federal/State/Local Agencies and authorities and provide that said pets shall not, in the judgment of the Board, constitute a nuisance to others or cause damage to any of the Common Elements.

Pet owners must discipline their pets and walk them away from the driveways, service entrance, back door walkway, and landscaped areas of the grounds. Owners must clean up any mess or droppings left by their pets on the Condominium Association's grounds or Common Elements (see "Section 69-Waste Disposal" for special rules regarding used cat litter). City of Chicago ordinances require pet owners to clean up after their pets and properly dispose of their droppings. Pet owners are also subject to the following:

1. At no time shall pets be in the front lobby area of the building.
2. Any Unit Owner whose pet(s) is observed urinating and/or defecating on the building grounds (which includes, but is not limited to the exterior walkways at the Chestnut Street entrance, Pearson Street Entrance, dock entrance) will be issued a fine. The Unit Owners should clean their pets' accidents as a courtesy to other home owners.
3. The housing of pets not described above is prohibited.
4. **No single pet weighing more than thirty (30) pounds, at maturity, may be kept in any Unit or in the Common Elements at any time. A maximum of two dogs or cats are permitted per Unit with a combined weight not to exceed 30 pounds at maturity.**
5. **All current Unit Owners who are in violation of (4) given above (pertaining to the number and weight limit stated above) must register their dog(s) and obtain a waiver from the Management Office by March 1, 2016 and the waiver must be approved by the Association's Board of Directors. These Owners may keep their pet until the passing of their pet after receiving a waiver from the Management Office and an approval by the Board of Directors. However, they will be subject to (4) above upon passing of their pet for whom they received a waiver. Non-compliance with these requirements may result in fines, fees and removal order for pet(s) in question by the Association.**

6. Please refer to "Exhibit III: Service Animal/Emotional Support Animal Policy" for Association's rules and regulations governing service and emotional support animals.
7. The Board will reasonably accommodate requests for exemption from these Rules for handicapped or disabled Residents.
8. The service elevator must be used for transporting all pets except when the service elevator is locked-off. Regardless, exit and re-entry must always be via the dock or the Pearson Street Entrance, which leads to the garage area. Any Unit Owner violating this rule will be subject to fines. Owners are responsible for violations of these rules by their tenants or employees.
9. When Unit Owners must use the passenger elevator to transport pets, they must be carried or short-leashed. Preference should be given to Unit Owners first when using passenger elevators to transport pets. The Resident should wait for an elevator with few or no passengers and, in such case, exit only through the dock or Pearson Street.
10. Pets shall not be allowed out of the Unit unless caged, short-leashed or carried and in the custody of a responsible person. Pets are not allowed to "run free" in any common areas.
11. At all times during which the pet is in the common areas, the pet's owner or keeper must immediately clean up the pet's waste and properly dispose.
12. Staining of hall carpeting must be reported immediately to the Building Management or the Doorman so that it can be spot-cleaned effectively. The pet owner shall be responsible for the damage to hallways or to any Common Elements caused by the pet whether from waste or dirt soilage or any other damage, and shall be assessed the cost thereof.
13. **Pets shall not create a nuisance by continuous and repeated barking, whining, crying or other disturbance. In case of such disturbance, Violation Policy and Procedures (S26) will be followed.**
14. Every Unit Owner/Resident with pet(s) shall assume full responsibility for any personal injury and/or any property damage caused by his/her permitted pet to any party (including any human, animal or object) so injured or damaged and shall indemnify the Condominium Associations and its agents, and hold them harmless against any loss or liability of any kind that might arise from damage caused by maintaining the permitted pet within the Condominiums property.
15. Failure to register and pay the annual prorated fee for dogs per the notification issued by Management is a violation of the pet rules. Violations are subject to fines per the Rules and Regulations of the building (See Exhibit I: Fines and Fees and Violations).

#### **S-54 RECEIVING ROOM, PACKAGE RECEIVING AND STORAGE**

All items left with the doormen are logged in with specific information in a tracking system. A daily list of packages for Unit Owner/Resident pick-up is posted in the each of the resident mailrooms on the ground floor. Additionally, Residents can be notified by their chosen method for notification (e.g., e-mail, voice mail, etc.) for received packages. Residents must sign for packages upon retrieving them from the doormen.

Building employees may not sign for registered or certified mail.

Due to limited storage space, it is important that Residents pick up their packages within a few days of notification. This is very critical during holidays and special occasions. Packages may not be left in the receiving room storage areas longer than 30 days, and no more than 10 items per Unit may be held at one time. Special consideration may be made upon written request to Management for holding packages longer than 30 days or for holding more than 10 packages at a time. Management reserves the right to charge a daily holding fee (See Exhibit I: Fines and Fees and Violations) for items left in the package receiving room or cabinets after 30 days. In addition, Management has the right to request from Unit Owner authority to enter Owner/Resident's Unit to place the package inside of his/her Unit in cases where the Unit Owner fails or is unable to pick-up his/her package in a timely manner.

The Association and/or Management are not responsible for lost or damaged items left at the Doorman Desk or any Limited or Common Areas of the building, including but not limited to storage rooms, storage cages, bike rooms, corridors, lobby area, and dock.

### **S-55 RECYCLING**

Recycling of certain refuse is required by the City of Chicago. The City's requirements change periodically and Recycling Guidance for the City of Chicago can be obtained from the City of Chicago website. Recycling bins are located on each floor.

### **S-56 RESERVES**

Unexpended reserves are Association assets, and will not be refunded upon the sale of the Unit. Consult with your tax advisor as to how these funds should be accounted for in the sale.

### **S-57 RESIDENT PROBLEMS**

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

If the Management Office cannot resolve the problem or if a violation of the rules continues, the situation will be referred to the Board. The Board will provide an opportunity for a hearing and take whatever action it deems necessary, including the imposition of fines or referral of the matter to the Association attorney. The violator will be responsible for all legal fees and expenses incurred by the Association. The Board's decision is final.

### **S-58 RESIDENTIAL HALLWAYS**

The residential hallways are Common Elements of the building and extend to the entrances (including the exterior of the Unit doors) of each Unit. No lamps or wall hangings shall be placed or installed in any residential hallway. No storage items (boots, toys, bicycles or other objects) are permitted in the residential hallways or stairways.

### **S-59 ROLLER BLADES/SKATE BOARDS/SCOOTERS or SIMILAR ITEMS**

Roller blades, skate boards, scooters or any similar items are not allowed to be worn or used in any common area of the property including but not limited to, the corridors, lobbies, pool deck, fitness center, vending room or laundry room.

### **S-60 SALE OF UNITS**

The sale of a Unit is subject to the requirements of Article 22 of the Declaration.

All "broker open houses" must be registered in the Management Office. All guests or prospective purchasers must sign in with the Doorman.

1. Notice of any sale, gift, devise or other transfer of the ownership of a Unit shall be given to the Board and Management Office, in the manner provided in Section 22 of the Declaration and By-Laws for giving notices, within 5 days following consummation of such transfer.
  2. The buyer must complete all forms normally and reasonably required by the Association and return them to the Management Office along with a fully executed copy of the contract of sale prior to the time that the buyer takes possession of the Unit. The purpose of the information requested by the Association is to gather information essential to the efficient functioning of the Association.
  3. Elevators will not be provided for moves until all required information and fees have been provided by the buyer.
  4. No signs advertising Units for sale shall be posted in any indoor or outdoor area except for in the bulletin boards on the 10<sup>th</sup> floor hallway and laundry room.
- Forms for the proposed sale of any Unit are available in the Management Office. Occupancy may not occur until the agreement to abide by these rules and payment of required fees has been obtained.

### **S-61 SECURITY**

The security of the building Residents and their property is of paramount concern to the Association. Observing the following guidelines helps all of us to accomplish this goal.

1. Doormen must announce all visitors unless there is a "Permission-to-Enter" authorization form on file.
2. If you do not recognize someone as a Resident, do not let him/her in the building.
3. Keep the service entrance doors closed at all times.
4. Clear all deliveries through the Management Office.
5. Report all suspicious activity immediately to the Doorman. Do not attempt to remove a suspicious person from the premises yourself.

Video recording tapes are for the express purpose of Association business only. Video recording tapes and such type records are not included in the Illinois Condominium Act's list of "Records of the Association Available for Examination" that the Association is obligated to keep, maintain and make available for Owners to examine or copy.

To respect the privacy of all Owners and Residents, it is the policy of the Association that video recordings will not be made available to Owners or Residents to view, examine, or copy.

### **S-62 SMOKE ALARMS**

The City of Chicago requires that all residential Units be equipped with a smoke detector. It is the responsibility of each Unit Owner to supply and maintain at least one smoke detector conforming to City code.

Any Resident and/or Unit Owner who is aware of or who is notified by the Association of any defective smoke detector or smoke detector which has been tampered with or disconnected in their residential Unit must correct the deficiency immediately. Repeated disturbances from defective smoke detectors will be considered a nuisance and subject to a fine. In the event that the Owner/Resident is out of town and the smoke alarm is defective, tampered with or disconnected and is discovered, the Management will change the battery or replace the smoke alarm, without risk of liability for this action. Neither the 111 East Chestnut Condominium Association, its managing agents or employees may be held responsible should the replacement batteries or smoke detectors fail for any reason. Should Management repair or replace the smoke detector, the Owner/Resident shall be billed for the service and shall be subject to applicable fines.

### **S-63 SMOKING, COMMON AREAS**

Smoking of cigarettes, cigars and pipes or usage of any other smoke generating substance or device is not permitted in any common areas of the Building, including the outer and inner lobbies, elevator foyers, service elevators, pool, BBQ decks and in all work and office areas. Smoking is not permitted within fifteen feet (15') of the Building entrances.

1. Smoking or carrying of lighted smoking materials in all elevators is prohibited by City Ordinances and these rules.
2. Smoking materials must be extinguished and properly disposed of prior to entering the building. Under no circumstances should smoking material be extinguished on the floor.
3. The interior common areas and stairwells of the Building are non-smoking areas.

### **S-64 SOLICITATION**

Any solicitation by Owners/Residents is strictly prohibited, except in special occasions such as Halloween trick or treating of consenting Residents between the hours of 3:00 p.m. and 8:00 p.m. Solicitation by non-residents is strictly prohibited.

### **S-65 STORAGE LOCKERS**

Each Unit is entitled to one locker that has been assigned to each Unit by the Building Management. The storage lockers, which are located off of the corridors on floors 38 through 57 or on 9th floor for all other Units, are part of the Common Elements of the Building and cannot legally be sold or transferred. Neither Management nor the Association is responsible for ensuring that the contents of lockers meet legal requirements.

The Association or Management cannot be held liable for any damage or loss of items stored in any common area lockers.

### **S-66 SWIMMING POOL, SUN DECKS AND BBQ**

All roof decks are open daily with hours from 6:00 a.m. to 11:00 pm., unless weather prohibits use or maintenance is required. All decks require an activated key fob for entrance.

These facilities are for the use of all Unit Owners, Residents and their guests. **Please note that a maximum of four guests are allowed per residence in the pool area.** All guests must be accompanied by the Resident in order to use the pool with the exception of a house guest. A quiet atmosphere of courtesy and cooperation is to prevail while using the decks, tables, chairs, grills and the pool. Users are responsible for cleaning the grills and tables after use. Debris must be disposed of in trash cans provided on the decks.

**Parties of more than four people/guests per residence must be approved by the Management Office.** Forms seeking this approval are available in the Management Office or on the Association's website. Notification of such events should be submitted at least three days prior to the event. The pool may not be reserved for exclusive use. Groups must contain their activities to one location on the BBQ deck allowing other Residents and guests freedom to use the deck as well. No more than ½ the deck tables can be reserved for any event.

The following rules apply to use of the decks and the swimming pool area:

1. The roof decks have been supplied with furniture which is never to be removed from the roof deck area on which it is located.
2. When using sunbathing lotion, place towels on furniture to prevent staining.
3. Radios, tape players and other electronic devices must be used with earphones.
4. Excessive noise by any individual or a group that interferes with the enjoyment of Common Areas by others is not permitted.
5. Pets are not allowed on any decks.
6. Food transported to and from the BBQ decks must be placed in covered containers.
7. Food and glass objects are never permitted on the pool deck.
8. Baby diapers may not be changed on the decks. Soiled diapers may not be disposed of in the deck receptacles.
9. Adults and children must wear appropriate attire including cover-ups and shoes when traveling on the elevators and in all Common Elements/Areas.

The additional following rules apply to the swimming pool deck:

1. Users of the swimming pool are subject to all State and Local regulations.
2. Swimmers are encouraged to not swim alone.
3. Swimmers swim at their own risk.
4. Children under the age of 16 must be accompanied by an adult.
5. Food is not allowed on the pool deck.
6. Beverages must be in plastic, paper, metal, or otherwise shatter-proof containers.
7. Babies wearing diapers are not allowed in the pool. Proper swim diapers are required.
8. Chairs and lounges may not be reserved in any manner.
9. Pool users shall wear appropriate swim wear. No street clothing may be worn in the pool.

The following rules apply to all decks:

1. Smoking is prohibited on all decks.
2. Fireworks are prohibited at all times.
3. Nothing may be thrown from the roof decks to the street or ground below.
4. Owners are responsible for the actions of their guests, invitees and renters and are subject to fine for their infractions of rules.
5. Violations should be reported to Management Office, Building Engineer, or maintenance man on duty. Violations may necessitate closing the pool.

### **S-67 VENTILATION**

The ventilation system of the building was designed so that air from the corridor flows into each Unit through the doorways and is drawn into exhaust vents located in the kitchen. Consequently, insulation strips or other devices (e.g., rubberized door thresholds) which restrict the flow of air into the Unit from the corridor are not permitted. In addition, any type of door sweep that prohibits a door from closing properly in the event of a fire is prohibited.

Alterations to the ventilation system in any Unit affect the balance of the entire ventilation system and are likely to have negative consequences for one or more of your neighbors. This is why homeowners should not make any construction revisions to their Unit that will restrict airflow through any pre-existing ventilation ducts or registers. Any proposed changes to the ventilation system in your Unit must have the prior approval of the Board of Directors.

### **S-68 VIDEO RECORDINGS/SECURITY CAMERAS**

The Association will conduct video surveillance of non-private Common and limited Common Elements. Video monitoring is used to identify safety concerns, maintain quality control, detect theft, misconduct, and to discourage or prevent acts of harassment and violence.

Because the Association is sensitive to the legitimate privacy rights of Unit Owners, Residents and guests, every effort will be made to guarantee that monitoring is done in an ethical and respectful manner. Therefore, video recordings are not included as "records of the Association available for examination" by the Illinois Condominium Act. They will not be available for Owners or Residents to view, examine or copy without a court order.

### **S-69 WASTE DISPOSAL**

Please respect your neighbors when using the disposal late at night.

As a courtesy to your neighbors, please refrain from using the garbage chute between the hours of 11:00 p.m. and 6:00 a.m. Garbage Chute rooms should be kept neat at all times.

Unit Owners/Residents should also comply with the following:

1. Large boxes and objects heavier than 5 lbs. shall be placed neatly on the floor of the chute room and Maintenance staff will remove them. Under no circumstances should these items be placed in the residential hallways. Any extraordinary refuse removal (e.g., discarded furniture, wall board, cabinets, bath tubs, sinks, etc.) must be arranged through the Management Office. Removal is the Owners'/Residents' responsibility and not that of the Building staff. Should removal require additional expense, that expense will be borne by the Unit Owner/Resident.
2. All refuse must be placed in plastic or paper bags that should be securely tied before being discarded in the garbage chutes. When placing material in the chute, please make certain that it is pushed down before closing the door. No loose ashes, granular or dusty materials (e.g., vacuum cleaner bags, cat litter, shredded paper, etc.) should be disposed of in the trash chute without first being bagged and sealed. Please see the proper method for disposing cat litter below in item 7.
3. Recycling containers are located in each floor's trash disposal room.

4. Flammable materials and construction debris may not be discarded in the chutes. Smoking material must be properly extinguished and contained before placement in the chute. Never empty loose ashes or ashtrays into the chute.
5. Notify the Management Office when Christmas trees or other holiday decorations require removal from your apartment. Christmas trees and holiday decorations must be bagged prior to removing them from your Unit. Transport of these items from your Unit to the dock area can be carried out by the maintenance staff for a fee (see the Exhibit I: Fines and Fees and Violations).
6. Garbage disposal units are not the primary means of food waste disposal. Food should be securely wrapped, bagged and placed in the garbage chute. Never use "Draino" or other similar products to clear garbage disposal.
7. Cat litter must be double-bagged and sealed before depositing in trash chute.

### **S-70 WATER EMERGENCIES**

1. If a Resident at any time becomes aware of water leakage or damage, the Doorman and the Management Office should be notified immediately. Water damage is often difficult to trace. The earlier the maintenance staff attempts to find the source of the water problem, the better the chance of finding and repairing the source of water.
2. Once the source of a leak is determined, the Unit Owners involved will be informed of the nature of the problem and the name of the party responsible.
3. Section 13-Damage and Section 37-Insurance should be consulted for Owner's responsibility in the case of water damage.
4. According to the Declaration, leaking water is considered an emergency, and the investigation of a problem may require Management access to the Unit. Management will access any Unit without Unit Owner notification or approval to investigate a reported leak. If a Unit Owner has not left current keys with Management, force may be used to gain access to the Unit. The Unit Owner will be responsible for the cost of repairing any damage incurred and for the cost of repairing the entrance door if forced entry is required.

### **S-71 WATER FURNITURE**

1. Water furniture is any Aquarium, bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state.
2. Aquariums 50 gallons or over are not permitted.
3. Unit Owners and occupants who use water furniture or aquariums shall be responsible for damage they may cause to the common elements or to other Units.

### **S-72 WINDOWS**

1. No signs or decals of any kind may be posted in the windows of any Unit.
2. All shades or other window coverings shall be neutral color on the outside, and all draperies shall be lined in a neutral color on the outside, to the exterior of the building.
3. No Unit Owner shall display, store or use any clothing, sheets, blankets, laundry or other articles outside his/her Unit, or which may be visible from the outside of his/her Unit.
4. No Unit Owner may alter a window in any manner, including the installation of their own window tinting or the removal of any window tinting that the Association may provide.
5. In the event a Unit Owner, tenant or guest or invitee or other occupant of the Unit damages and/or removes any window tinting provided by the Association, the Unit Owner shall be responsible for the cost of the replacement of the window tinting. If the window tinting is removed other than by the directions of the Association, the Unit Owner shall be assessed a fine (see Exhibit I: Fines and Fees and Violations).
6. Windows and screens are a limited common element of the Association. The Association will assume the responsibility for the repair or replacement of the windows/screens unless damage was caused by the Unit Owner, Resident, guests or other invitees of the Owner or Resident.

7. If a window is broken from the inside, it will be the responsibility of the Unit Owner to provide information to establish that the damage was not caused by the Unit Owner, Resident, guests or other invitees of the Owner or Resident.

**S-73 WINDOW WASHING**

Unit Owners/Residents are responsible for washing the inside of Unit windows. The maintenance staff maintains the windows of the common areas. The exterior of all windows are typically washed three or more times per year. Exterior lower window screens are not removed, therefore, are not part of the exterior window washing by the Association. Residents/Owners are responsible to clean these lower windows.

## **EXHIBIT I: FINES and FEES and VIOLATIONS**

### **FINES & RULES VIOLATIONS**

The Board of Directors is empowered under the Declaration or the Illinois Condominium Property Act and By Laws to levy fines for excess or chronic rule violations. All violations of the Rules and Regulations that constitute fineable offenses carry a minimum fine of \$50.00 unless otherwise specified in the Schedule of Fines and Fees and Violations or in the notice of complaint issued to the Owner/Resident charged with a violation. Fines may be levied more than once for reported violations, as well as escalate with repeated violations. The maximum amount of a fine is at the sole discretion of the Board.

If a Unit Owner or Resident violates or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws and/or Rules and Regulations of the Association, the following shall occur:

1. Upon violation, the Managing agent shall notify the Unit Owner and/or Resident. The notification shall be in writing and includes details for the Unit Owner to request a hearing.
2. Upon a continuous violation by a Unit Owner and/or Resident, the Unit Owner and/or Resident shall be notified of the violation in a manner prescribed by the Board by Managing Agent or the appropriate authorized personnel of the Association and/or the Association's attorney.
3. Upon further or continuing violations by a Unit Owner and/or Resident, the matter may be further assessed for continuing fines as set forth in the Schedule of Fines and Fees and Violations for each day the violation continues or may be forwarded to the Association's attorney for appropriate legal action. All attorneys' fees and costs incurred shall be charged back and assessed to the Unit Owner's account.
4. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and Bylaws and/or Rules and Regulations of the Association.  
Any Unit Owner charged hereunder shall pay all charges assessed as they are added to and appear on the succeeding assessment statement. Failure to make the payment shall subject the Unit Owner to all of the legal or equitable remedies available for the collection of assessments. The remedies hereunder are not exclusive and the Board may, in addition and simultaneously, take any action provided for in the Declaration and By-laws or any other contract right of the Board to prevent or eliminate violations of the Rules and Regulations of the Association, including without limitation, the Board's right to simultaneously process directly against a Unit Owner's lessee in the Board's capacity as a third party beneficiary of the Unit Owner's lease agreement.

### **SCHEDULE OF FINES & FEES**

The fines and fees listed herein are subject to change and interpretation of the Board of Directors.

#### **GENERAL FINES: (Those not specifically listed in this Exhibit 1)**

All violations that constitute fineable offenses carry a minimum fine of \$50 unless otherwise specified in the Schedule of Fines and Fees. Maximum amounts per incident may be imposed at the Board's discretion. In many cases, fines will increase with repeated violations.

#### **SPECIFIC FINES:**

##### **Assessments: Late Fees, Legal Fees and Charges for Collections of Assessments**

- Assessment Payments Received after the 10<sup>th</sup> of the month: \$75
- The delinquent Owner is responsible for the following fees related to collection action for past due assessments:
  - o Current hourly charges, plus expenses, for the Association's attorney.
  - o Office staff time for each Small Claims Court procedure: \$200 per hour, plus

expenses.

- Any type of returned assessment payment/check: \$50 (The Owner is also subject to all court fees and costs related to any collection action.)
- Miscellaneous charges more than 30 days: \$50.00

### **Unit Construction or Remodeling**

- Starting construction or remodeling work in a unit without submitting plans that require Board approval: Minimum fine: \$500
- Starting construction or remodeling work that doesn't require Board approval but without submitting required paperwork to Management: Minimum fine: \$250
- Non-compliance of required periodic work inspections: Minimum fine: \$250
- Hazardous or life threatening violations: Minimum fine: \$500

### **Elevators:**

- Uncovered food transported to/from Bar B Que decks in the elevators: Minimum fine: \$50
- Sending luggage or grocery carts to the ground floor on the elevators unescorted: Minimum Fine:- \$50

### **Common Areas:**

- Smoking in any Common Area inside or outside the building. Minimum fine: \$50

### **Insurance Non Compliance:**

- Lack of required insurance coverage or for failure to pay all the related insurance costs to the Association: Minimum fine **per day**: \$10

### **Pool:**

- Besides other posted pool rules and/or other State and City regulations, additional emphasis is to be noted on fines for:
  - o Food or glass on pool deck.
  - o Exceeding 4 guests per residence.
  - o Not receiving special permission from the Management for hosting more than 4 guests per residence.
  - o No resident present with guests.
  - o Wearing street clothes in the pool.
  - o Minimum fine-for each violation: \$50.

### **Chestnut Room:**

- The following fees apply for the usage of the Chestnut Room by Unit Owners/Residents:
  - o Damage deposit (refundable if NO damage) \$250.00
  - o Usage fee \$200.00
  - o Cleaning fee \$35
  - o Cancellation of a reservation for an event on a date that is also previously requested by another resident minimum 15 days before an event \$200-FULL REFUND
  - o Cancellation of a reservation for an event on a date that is not previously requested by another resident minimum 15 days to 3 days (72-hours) before an event \$100 PARTIAL REFUND
  - o Cancellation of a reservation for an event less than three days (72-hours) before an event NO REFUND
  - o Table cloths \$8.00 each
  - o Tables (2-60"round, 2-6' banquet, 2-8'banquet, 10 high top) \$10.00 each
  - o Folding chairs (66 available) \$2.00 each

**Move-In/Move-Out Deposit:**

- Please refer to a complete list of fees associated with moving in and out of the building:
  - o Move in/ Move out fee \$400.00
  - o Move in/Move out fee (Current Unit Owners/Residents who are moving from one Unit to another within the building) \$400.00
  - o Elevator security deposit for move in/out \$400.00
  - o Transfer fee (Change of owner during a real-estate transaction) \$300.00
  - o Hard copy of declaration \$15.00

**Bicycle Storage:** \$75 annual charge (prorated over the remainder of a mid-year entry)

**Dog Fee:** \$100 per year

**Review of Architectural Drawings:**

Please note that the Owner will be billed directly by the architect assigned by the Association to review the drawings. The fees are subject to change.

**Door Lockout Fee (Outside of Management Office Hours):** \$30

**Duplicate Keys Made by Association:** \$10.00 each.

**FOB Replacements:**

- The following fees apply:
  - o \$40 each
  - o \$25 to replace a broken FOB (Owner/Resident must return broken fob)
  - o \$50 to replace a lost FOB

**Additional Fees:**

- The following fees apply:
  - o Water line turn-off \$150.00
  - o Unauthorized modification to cable/wiring system \$150.00  
(Plus actual cost of repair and service fees)
  - o Smoke detector \$25.00
  - o 30 AMP breaker \$55.00

**SCHEDULE OF CHARGES FOR WORK ORDERS WITHIN UNITS PERFORMED BY THE ASSOCIATION:**

Repair, maintenance and replacement of elements that are situated entirely in a Unit and/or serving only such Unit are the responsibility of the Unit Owner. This includes, but not limited to, Commonwealth Edison meter for the unit located in the chute room.

The Association offers service for minor maintenance jobs within a unit at a fee of \$60.00 per hour, with a minimum charge of one hour (\$60) plus cost of materials, with a 15% mark-up for handling and delivery. Please also note that, where charges are incurred, there is a minimum \$60 charge with charges rounded up to the nearest half hour for those tasks taking longer than an hour.

It is the policy of the Association not to loan out tools or equipment to residents.

Maintenance jobs are limited to the following:

- Tub and sink drain clogs

- Minor faucet leaks
- Minor plumbing jobs per the assessment of the building engineer (a licensed and insured plumbing contractor must perform major plumbing jobs.)
- Changing of light bulbs
- Cleaning HVAC filter
- Unit or mailbox key duplication
- Lock repairs
- Minor handy-man services (to be assessed by the building engineer)

**Please refer to the “Fee Structure” document for applicable fees for the services provided by the Association. They are also documented below. Unit Owners will be billed by the Association for the services rendered on their monthly assessment.**

**Plumbing (Includes labor):**

1.	J-bend under a sink	\$60.00
2.	Clogged drains	\$60.00
3.	Tail piece	\$55.00
4.	Flush Ball	\$60.00
5.	Toilet Ball	\$75.00

**Door and Windows (including labor and material):**

1.	Mortise lock body with 2 keys	\$100.00
2.	Mailbox lock with 2 keys	\$30.00
3.	Door knocker	\$115.00
4.	Key (EA)	\$10.00
5.	Window screen repairs (re-screening)	\$35.00
6.	Security Bolt with two keys	\$100.00
7.	Door closer	\$150.00

**Labor:**

1.	Per hour	\$60.00
2.	Minimum charge	\$60.00

It is understood that the Association, Management, and the Board of Directors are not responsible for any damages that may occur due to the building personnel performing any work authorized by the Unit Owner. It is further understood that by the Owner’s request and authorization to perform a work order, the Owner agrees to release, indemnify and hold harmless the Association, its Board of Directors, Managers, and their respective employees, agents, successors and assigns from any and all claims relating to any damage, theft or loss of furnishings, fixtures, or any other personal property located within the Unit and arising from the performance or maintenance services in the Unit.

Work orders for Units occupied by renters must be placed by the Unit Owner not the renter. This includes, but not limited to, requests for additional keys and key fobs. Management will perform the following service for a renter without the prior permission of the Owner:

Emergencies involving water leaks, or pipe breaks or clogged toilets

**Work orders are only performed Monday through Friday between 9:00 a.m. and 5:00 p.m. Any after-hours work order must have prior approval from Management with the exception of emergency jobs.**

**Please note that DOORMEN ARE NOT ALLOWED TO TAKE WORK ORDERS.**

### **Window/Screen Responsibility**

Because windows and screens are not the property of the Unit Owners, but are a limited Common Element, the Association will assume the responsibility for the repair or replacement of the windows or screens unless the damage was caused by the Owner/Resident or their guests.

If a window is broken, it will be the responsibility of the Unit Owner to provide evidence that the damage was not caused by the Owner/Resident or guests.

### **Plumbing Responsibilities**

Except for plumbing that is located inside a Unit, the Association will maintain and repair the plumbing and its damages in the Common and Limited Common Areas. Any work related to the interior wall of a Unit and inward is the Owner's responsibility.

In cases where Unit Owner plumbing is installed contrary to required codes or industry good practice, the Unit Owner shall have sole responsibility for repair, replacement, or damages whether or not the violation was interior or exterior to the unit wall. This responsibility shall extend up to the joining of the system with the Common Element building "mains."

### **Security Cameras Video Recordings**

Video recordings are for the express purpose of Association business only. In order to respect the privacy of all Owners/Residents, these records are not being included in the Illinois Condominium Act's list of "records of the Association available for examination". Unless required by a court order, the Association is not obligated to keep, maintain and make these video recordings available for Owners/Residents to examine.

### EXHIBIT III: SERVICE ANIMAL/ EMOTIONAL SUPPORT ANIMAL POLICY

1. The Association will reasonably accommodate the needs of a disabled Resident as required by the Federal Fair Housing Act and allow service animals, which are individually trained to provide assistance to an individual with a disability or, emotional support animals, as an accommodation for a disabled Resident.
2. Owners/Residents who are requesting to have service/emotional animals as an accommodation for their disability shall submit a written request to the Board of Directors and provide the following information:
  - a. Medical or other evidence, such as a letter from a licensed professional treating the Resident's condition, that the Resident has a "disability" as defined by local, state, or federal statute, including information as to the limitations the Resident suffers from as a result of such disability; and
  - b. Documentation that the individual has a disability-related need for the animal with a description of how the animal provides assistance or emotional support that alleviates one or more of the identified symptoms or effects of that person's disability;
  - c. Information related to why the animal is necessary for the Resident to fully enjoy their unit;
  - d. Information related to the training of the animal, if any.
3. Upon twenty-one (21) days of receipt of the written request, including the required information, the Board shall inform the Owner/Resident if their request has been granted as a reasonable accommodation for their disability.
4. In the event an Owner/Resident has been granted an accommodation, the Owner/Resident is required to register the service animal or emotional support animal with the property manager and must provide a current vaccination record and submit record of registration with the City of Chicago.
5. The Owner/Resident shall be responsible for the service animal or emotional support animal which must be trained to behave properly while on the Common Property of the Association and is subject to the following rules:
  - a. All service animals or emotional support animals must be on a leash, or in a carrier, and all pets must be under the Owner's/Resident's complete physical control, while on any Common Property.
  - b. No service animal or emotional support animal is permitted to run at large, and no service animal or emotional support animal may be left unattended, on the Common Property at any time.
  - c. Service animals or emotional support animals shall not be permitted to defecate, urinate, or track in mud/dirt on any Common Property. In the event of an accident, the Resident must immediately pick up, clean up, and dispose of pet waste from the Common Property. All animal waste/soiled litter must be bagged in plastic and tied closed.
  - d. Service animals or emotional support animals shall be controlled so as not to create a nuisance, including, but not limited to, excessive barking, while on the Property. No service animal or emotional support animal shall be allowed to create a nuisance or an unreasonable disturbance or to damage any Common Property or the property of any other Resident.
  - e. Owners/Residents are responsible for the actions of a service animal or emotional support animal, and the costs of repairing any damage caused by a service animal or emotional support animal shall be charged to the Owner/Resident responsible as a part of his share of the Common Expense.
6. If any Resident has been found to be guilty of more than three (3) violations of these rules with respect to a particular service animal or emotional support animal, there shall be a presumption that the service animal or emotional support animal causes or creates a nuisance or unreasonable disturbance and shall not be considered a service animal or emotional support animal. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the service animal or emotional support animal removed permanently from the Property upon ten (10) days, written notice to the Owner/Resident.



111 E. Chestnut Street Chicago, IL 60611  
312-649-9600

## **PROCEDURES AND RULES FOR USE OF THE CHESTNUT ROOM: SYNOPSIS**

**The Chestnut Room and its furniture is a building amenity as a lounge and social meeting area for the enjoyment of all Owners/Residents and their guests. The Room is on the 9<sup>th</sup> floor and is a Common Element of the building. Therefore, besides the rules delineated in this document, all other rules and regulations applicable to Common Elements as documented in Association's Rule and Regulations (including those regarding behavior, no smoking, damages and nuisances) also apply. Owners are responsible for the actions of their renters, guests, invitees using the Chestnut Room. Owners are also responsible for injuries or loss of life caused as a result of their use or occupancy of the Chestnut Room, including but not limited to the use of or serving alcohol.**

When not reserved for an exclusive use of an event, the Chestnut Room is available for at-will use by Owners/Residents. The Unit Owners/Residents must contact the Management Office to reserve the room to hold an event and must submit their guest list to the Management Office three business day prior to the event date. Reservations and fees are **only** required for all events that include gatherings from 15 to 30 persons, maximum. Reservations may be made up to 12 months in advance of an event.

### **Owners are personally and financially responsible for:**

The actions of their guests and, if applicable, their resident-renters and their guests attending any event (reserved or not), including,

- All property damage, injuries, or loss of life caused as a result of their use, or use by any resident-renter or a guest;
- Any violations of City Ordinances or Local/State/Federal laws, rules, and regulations, including, but not limited to, the use or serving of alcohol;
- Any Condo Association rules, regulations, fines or fees or violations that may be levied because of their actions, their guests' actions, or the actions of any applicable resident-renter.

Because of these Owner responsibilities, only a 111 E. Chestnut Owner of record, at least 21 years old, and whose homeowner's insurance policy for \$1 million is current and on file with the 111 Chestnut Management Office may request usage of the Chestnut Room for themselves or for their resident-renter.

In the case of events requiring reservation, the enclosed form must be completed and returned to the Management Office. **TWO SEPARATE CHECKS ARE REQUIRED FOR A RESERVATION TO BE CONFIRMED: ONE FOR \$235 THAT INCLUDES THE USAGE FEE (\$200) PLUS CLEANING FEE (\$35) AND ANOTHER FOR \$250 THAT IS THE REFUNDABLE DAMAGE DEPOSIT FEE.** The deposit check will be returned to Owner/Resident once the room has been checked for damage. **Please make checks payable to: "111 E. Chestnut Condominium Association".**

After the event, please contact the doorman and request an inspection by our Maintenance staff to insure the return of your security deposit.

**PLEASE READ THE ENCLOSED “CHESTNUT ROOM USER AGREEMENT AND RULES AND REGULATIONS FOR USE OF CHESTNUT ROOM” CAREFULLY PRIOR TO SIGNING THIS DOCUMENT.**

Lastly, please note that 111 E. Chestnut Association reserves the right to deny use of the Chestnut Room if the purpose or use of said facilities is deemed detrimental to the health and welfare of 111 E. Chestnut Condominium residents or the event is in violation of the 111 E. Chestnut Association Rules and Regulations.

**EXHIBIT IV: CHESTNUT ROOM USAGE AGREEMENT FORM and RULES AND REGULATIONS FOR USE OF CHESTNUT ROOM**

1. This Agreement is between the above-named Applicant(s) (hereinafter "Owner/Resident") and 111 E. Chestnut Condominium.

2. The Applicant represents and warrants that he/she/they are residents/owners of 111 E. Chestnut Condominium and that at least one Applicant is at least twenty-one (21) years old. Further, the Applicant represents and warrants the following:

A. The purpose of using the Chestnut Room must be lawful and shall not unduly interfere with all Residents' rights to quiet enjoyment of their condominium. During the usage of the Chestnut Room, Unit Owners/Residents and their guests must comply with all Rules and Regulations of the Association. **This Common Element cannot be used for commercial, for-profit, or for any fund raising event (including exhibits) except if that event is for the sole benefit of the 111 Chestnut Condominium Association. Guests may not be charged an admission fee. Liquor may not be sold. The 111 Board of Directors and/or Management Company and their agents shall have the right to terminate any function in the Chestnut Room or its adjacent deck that is in violation of approved rules, policies, and purposes, causing a disturbance or is unduly interfering in the other residents rights to quiet enjoyment of their premises.**

Initial \_\_\_\_\_ Date \_\_\_\_\_

B. The Applicant(s) agree to hold harmless, and to indemnify 111 E. Chestnut Condominium Association, its Board of Directors, its agents and employees, Sudler Property Management's agents and employees and the individual owners, from any loss, cost, expense or any Applicant's use of the Chestnut Room, including without limitations, costs or expenses associated with cleaning, repairing, redecorating, defending personal injury claims, and reasonable attorney's fees which may arise in connection with defending or enforcing this Agreement.

C. The Applicant(s), in using the Chestnut Room, will comply with federal, state and local laws, regulations and ordinances, including, without limitations, licensure laws. All parties must follow Illinois State liquor laws.

The Applicant(s) shall assume full, legal and personal responsibility for the conduct of its guests and serving of alcohol and beverages and shall indemnify and hold harmless 111 E. Chestnut Condominium Association, its Board of Directors, its agents and employees, Sudler Property Management's agents and employees and the individual owners, from any damages, costs or expenses which arise in connection with said conduct or the serving of alcoholic beverages. No alcohol shall be sold.

Whenever Applicant(s) intends to use Chestnut Room for a function at which persons under the age of twenty-one (21) are to be in attendance, said Applicant(s) shall make sure that the function is chaperoned by an adult whose age is at least twenty-one (21) years older. Failure to provide a chaperone shall be deemed a breach of this Agreement, and shall be cause for termination of the function.

D. As a condition of the use of the Chestnut Room, I/we agree to be personally liable/responsible for and to indemnify and hold harmless 111 E. Chestnut Condominium Association, its Board of Directors, its agents and employees, Sudler Property Management's agents and employees and the individual Owners/Residents for any and all damage done to furnishings and fixtures in the Chestnut Room or Pool deck area by ourselves and/or our guests during the period of time the Chestnut Room is being used.

This indemnification shall also include, but not be limited to, all costs and expenses, including attorney's fees, damages, liabilities and judgments for personal injuries, including death resulting there from, and for property damage sustained by any person, form or corporation whomsoever or

whatsoever, caused or alleged to be caused, directly or indirectly, by any act or omission, negligent or otherwise, of the undersigned Residents or their guests or invitees, as occasioned by the use of the Chestnut Room at 111 E. Chestnut Condominium. The undersigned shall also provide defense for any such action or suit brought against 111 E. Chestnut Condominiums, its Board of Directors, its agents and employees, Sudler Property Management's agents and employees and the individual owners, and shall pay all costs and expenses of whatsoever nature, including attorney's fees resulting there from and in conjunction therewith, and shall pay on behalf of those indemnified under this agreement the amount of any such judgment that may be entered against them in any such action or suit.

3. The Chestnut Room may be used for social activities such as book clubs or others without a fee if the participants are Unit Owners and/or Residents. In addition, Social Committee may hold special events such as Christmas Party in the Chestnut Room.

In addition to daily enjoyment by Unit Owners/Residents, the Chestnut Room can be reserved by Unit Owners for a fee for birthday parties, wedding showers, or similar events for small parties with 15 to 30 guests (max), 7 days a week during the following hours: Sunday-Thursday: 7am-10pm; and Friday-Saturday: 7am-11pm.

Exclusive use of all room amenities requires a reservation, signed Chestnut Room usage agreement, usage fee and a damage deposit on file with the Management Office. No reservation will be accepted without payment of required fees. Owners and owners' whose renters want to reserve the room for an event must sign this agreement taking responsibility for any and all damages or rule violations that may occur during use of the Room. Owners/Residents must be 21 years of age or older to make a reservation for the Chestnut Room.

When not reserved for an exclusive use of an event, the Chestnut Room is available for at-will use by Owners/Residents 7 days a week during the same hours shown above. In addition, no reservation/usage fee/signed usage agreement are required for events for parties up to and including 15 persons (on days and times during which the room is not previously reserved by the Management Office).

**Please note that NO RESERVATIONS ARE ACCEPTED FOR THE FOLLOWING DAYS:**

- New Year's Eve
- Memorial Day (date of national observation)
- July 4<sup>th</sup> (date of national observation)
- Air & Water Show (both days)
- Labor Day (date of national observation)
- Thanksgiving Day

**4. The Chestnut Room usage, cancellation and equipment rental fees are as follows:**

• <u>Damage deposit (refundable if NO damage)</u>	<u>\$250</u>
• <u>Usage fee</u>	<u>\$200</u>
• <u>Cleaning fee</u>	<u>\$35</u>
• <u>Cancellation of a reservation for an event on a date that is also previously requested by another resident minimum 15 days before an event</u>	<u>\$200-FULL REFUND</u>

- Cancellation of a reservation for an event on a date that is not previously requested by another resident minimum 15 days to 3 days (72-hours) before an event  
\$100 PARTIAL REFUND
- Cancellation of a reservation for an event less than three days (72-hours) before an event  
NO REFUND
- Table cloths \$8.00 each
- Tables (2-60"round, 2-6' banquet, 2-8'banquet, 10 high top)\$10.00 each
- Folding chairs (75 available) \$2.00 each

Banquet Furniture: Association has a limited number of tables and chairs available for the use of Owners/Residents at a fee as shown above. Only Association-approved vendors are permitted to supply items wishing to be rented by any Owner/Resident for an event.

5. There is NO combined usage of the Chestnut Room with the Pool.

6. Unit Owner/Resident agrees to remove all decorations, and to broom clean the Chestnut Room, and return the Chestnut Room in the same condition as it was found prior to the event. A minimum charge of \$35 will be paid by the Owner/Resident for one hour of cleaning by the Maintenance staff. This amount will be paid by the Owner/Resident along with the usage fee (\$200) upon initial reservation of the room. If the cleaning of the room by the Maintenance staff after the event takes more than one hour, the Board of Directors and/or Management shall further bill the Owner/Resident at the rate of \$35.00 per hour for the additional cleaning of the room. The Management will charge any additional cleaning fee to the Unit Owner's assessment account. Unit Owner agrees to pay any such charges within the next month's assessment cycle.

Applicant agrees to remove all items of personal property, including, without limitation, food, beverages or equipment at the conclusion of the event for which the Chestnut Room shall be deemed abandoned and may be discarded by the Board of Directors and/or Management. Applicant(s) may not store items in the Chestnut Room prior to the event.

7. In addition, Unit Owners/Residents should obey the following rules:
- A. Appropriate attire and shoes must be worn at all times. No swimwear attire is permitted.
  - B. With the exception of service dogs, no pets of any kind are allowed in the Chestnut Room.
  - C. Children under the age of 16 must be accompanied by an adult at all times.
  - D. In all events (reserved or not), no kitchen cooking/warming appliance use is permitted other than what is available in Chestnut Room.
  - E. Cancellations notice policy for reservation is as follows: 1) At least 15 calendar-day notice for full refund of all fees paid at time of reservation for an event on a date that is also previously requested by another resident; 2) less than 15 days and, at least, 3 calendar-day (72 hours) notice for partial (50%) refund of all fees paid at time of reservation for an event on a date that is not previously requested by another resident. Cancellations made less than 72 hours before any reserved event will not receive a refund.
  - F. A condition inspection of the Chestnut Room, corridor and elevators will be performed before and after on the day of the reservation with the Owner/Resident listed on this Usage Agreement and an assigned employee of the Association. Repair costs associated with any damage as a result of the event and/or fines for rule violations associated with the event will be deducted from the security deposit or will be charged to the responsible Unit Owner and assessed to the appropriate assessment account.
  - G. In the case of an event with music or any other noise-generating activity, the Unit Owners/Residents must comply with Association's rule pertaining to noise and nuisance (Section 50), which states that "No obnoxious or offensive activity shall be carried on in any Unit or in any Common Elements/Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which

disrupts any other Unit Owner's reasonable use and enjoyment of the Property." This is necessary because the Room has no sound proofing or insulation. Thus, only light music (without amplifiers or stereo systems or DJs) is permitted to ensure that the enjoyment of property is extended to all Unit Owners/Residents. Owners/Residents who do not comply with this requirement may be subject to fines and fees for violation of Association's rules and regulations.

- H. Guest List & Greeter for Signing in Guests: Events with 15 to 30 guests require the host to provide a guest list with management no later than three business days prior to the event and a greeter to be located in a specified area of the lobby for the purpose of checking in guests. The checked-off guest list must be provided to the doorman before the greeter leaves the lobby for the evening. The guest list becomes part of the guest log report. Greeter shall be an individual personally known to the host whose name shall be provided to the Management office three business days prior to event. Management will be happy to supply a list of employees who may be hired to provide Greeter assistance. Should this be necessary, the arrangement will strictly be made between the host and employee. Management will also accept licensed and bonded security individuals hired directly by Owner/Resident.

Prior to the use of the Chestnut Room and upon execution of this Agreement, the Applicant(s) shall tender to the Board of Directors and/or Management a deposit in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) and the room usage and cleaning fee of TWO HUNDRED THIRTY-FIVE DOLLARS (\$235). This deposit shall be the Applicant(s) security for its performance under this Agreement. This deposit shall be totally refundable to the Applicant within ten (10) days of the date of the function. The Board of Directors and/or Management shall have the right to deduct from said deposit any cleaning charges or reimbursement for any damage which arises in connection with the use of the Chestnut Room as per this Agreement.

A LIST OF GUESTS MUST BE GIVEN TO THE MANAGEMENT OFFICE THREE BUSINESS DAY PRIOR TO THE DAY OF THE FUNCTION, NO LATER THAN 3 PM.

**I/we understand that failure to comply with any or the above rules and regulations will result in the immediate termination of use of the Chestnut Room.**

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Unit Owner Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**RESERVATION FORM FOR CHESTNUT ROOM:**

DATE OF EVENT \_\_\_\_\_

TIME OF EVENT \_\_\_\_\_

TYPE OF EVENT \_\_\_\_\_

APPROX. NUMBER OF GUESTS \_\_\_\_\_

GUEST LIST MUST BE SUBMITTED TO MANAGEMENT OFFICE BY 3 PM ON:

\_\_\_\_\_

Name \_\_\_\_\_ Unit # \_\_\_\_\_

Email address \_\_\_\_\_

Phones:

Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_  
(If Applicable)