

# 2500 Lakeview Association

2500 N. Lakeview  
Chicago, Illinois  
Phone: (773)525-2500 Fax: (773)525-2573

## **RULES AND REGULATIONS** **ADOPTED SEPTEMBER 10, 1996**

### **And Amended thereafter as noted**

#### **Assessments**

Assessments and all other charges billed are due the 1<sup>st</sup> of each month; a grace period allows for payment by the 10<sup>th</sup> of each month without incurring a late fee. All payments not received and registered on the computer by the 10<sup>th</sup> of each month will incur a \$25 late fee for the 1<sup>st</sup> month late, \$50 for the 2<sup>nd</sup> month, and \$100 plus legal fees for the 3<sup>rd</sup> month; all accounts not paid up by the third month will be forwarded to the attorney for collection. (revised April 2006)

#### **Building Security** (Rev 03/31/09)

1. No person shall admit any unidentified person into the building.
2. Smoking is prohibited in all indoor areas of the Association's property including the Engineer's / Janitorial Room.
3. Smoking is prohibited on the Pool Deck, Grill Deck, and the inclusive outdoor areas of the Association's property.
4. Delivery personnel, movers, contractors, repairmen, trainers, etc., entering the building must obtain a visitors' identification badge from the doorman or Building Management and wear it at all times while in the building. In order to obtain the badge the individual must show identification with the individual's name and address which will be recorded in a log to track the individual's coming and going. The badges are to be returned upon exiting the building.
5. In the case of a party, the Resident Host shall provide the doorman with a list of named guests by 12 Noon one day prior to the day of the party. Individuals whose names are not on this list shall not be admitted without acknowledgement and consent of the Resident Host.
6. No outside solicitation or distribution of flyers, advertising or political material is allowed within the building.
7. Any material distributed within the building by Residents must include a date, name of the distributing Resident, signature, and unit number.
8. Other than staff, only Board Members or contractors performing work for 2500 Lakeview are permitted in the Engineer's / Janitorial Room. Residents are not allowed in this area.

#### **Construction**

Your condominium documents provide that any alterations, carpentry work, plumbing, structural, air conditioning installations, must be approved by the Board of Directors of the Association, prior to the commencement of the work. The approval is to be obtained in writing, through the Building Manager, who will present any such request to the Board of Directors.

It is suggested that if any such work is contemplated in the unit which you have purchased, you have your contractor address a letter to the Building Manager, outlining the work to be done and include plans, any needed permits, a certificate of insurance, and specifications of any changes to be made.

**Construction (cont)**

No contractor for carpentry, electrical, plumbing, air conditioning or other trade is to be employed to do work in the building unless first approved, and certificates of insurance are submitted to management indicating proper insurance coverage, i.e. workers compensation, general liability, etc. and naming the unit Owner, the 2500 Lakeview Association, and Wolin-Levin, Inc. as additional insureds.

If the contemplated work involves major structural or mechanical changes, the Association may require that the plans be reviewed and approved by a licensed architect or engineer designated by the Board of Directors, and the cost of these services will be at the undersigned owner's expense.

Owner must adhere to the building rules regarding renovation, including but not limited to reservation of the building elevator, hours (8:30 a.m.– 4:00p.m. returning masonite and leaving the building by 4:30 p.m.), noise abatement, and proper coverage of hallway carpeting. All debris must be hauled away daily and the contractor must provide his own dumpster. Upon entering the building, your contractor must first get enough masonite (floor covering) from the maintenance staff to cover the carpet from the elevator to the door of the apartment they will work in. (Revised April 2006)

Owners must inform their contractors that, if opening walls or replacing kitchen or bath cabinets, they must call the building engineer when the walls are open so he may inspect the interior wall pipes. All plumbing construction in bathrooms and kitchens must include the installation of isolation valves at the riser and quarter turn stop valves for kitchen and vanity faucets. The branch line from the riser to the toilet, tub or sink in bathroom and/or kitchen must be replaced when doing work in those areas. The isolation valves, stop valves and branch line would be at the owner's expense. If only replacing kitchen or bath cabinets, an access panel must be provided to access the riser before the new cabinets are installed.

**Hospitality Room**

1. The Hospitality Room may not be used unless the Unit Owner has reserved its use for that particular time with Management, in accordance with the following procedures:
  - (a) The room shall be reserved on a first-come, first-served basis, based on the receipt of a \$150.00 damage deposit by Management and a \$50 non-refundable fee. If set up is required (chairs, tables, etc) the staff time to perform this function will be charged at the rate of \$1.00 per minute in 15 minute increments. Revised 3/08
  - (b) The Hospitality Room may be reserved only by the actual owner or Resident of the Unit, and not by his or her household Residents or dependents.
  - (c) Owners reserving the room shall sign a release of liability to the 2500 Lakeview Association and its Agents.
  - (d) The Hospitality Room may not be reserved more than sixty days in advance of the desired date.
  - (e) At least 24 hours prior to the date of use, a form shall be filed with Management, giving the date and time of the function, the approximate number of guests expected, and the nature of the function (i.e., dance, card party, shower).
2. The Hospitality Room may only be used for social purposes, and such other purposes as are approved by the Board. No fees for admission, attendance, food and/or drinks shall be charged to anyone attending a function in the Hospitality Room. The Hospitality Room shall not be used for fund-raising or for solicitation of funds.
3. The Unit Owner or Resident reserving the room shall be present at the function throughout its duration. When the Hospitality Room is used for any gathering of minors, an adult shall be present at all times, and shall be responsible for them.

4. Noise shall be kept to a reasonable level, particularly during late evening hours, in connection with any use of the Hospitality Room, such that the noise does not annoy neighboring Unit Owners. No music (recorded, live or otherwise) shall be played after 12:00 PM/Midnight at any function held in the Hospitality Room.
5. The use of alcohol shall be reasonable and the Unit Owner or Resident shall be responsible for the conduct of his/her guests. No alcohol shall be sold, nor shall any alcohol drink be taken out of the Hospitality Room or into other common areas, except the pool area and lower deck. All drinks taken out of the Hospitality Room shall be in unbreakable containers. No food, drink or partying is permitted in the halls, stairwells or other common areas outside the Hospitality Room, except in route to the pool or lower deck area.
6. Immediately after any use, the Hospitality Room shall be left in the same condition as found - cabinets, counter, refrigerator, etc., shall be cleaned or proper arrangements made for their cleaning.
7. It is Management's responsibility, along with the Unit Owner or Resident, to inspect the room before and after the party. The Owner shall be financially responsible for any damage caused by his guests to the Hospitality Room, its furnishings, or its contents.
8. All reservations for the Hospitality Room shall be for a specific date. No Unit Owner or Resident shall reserve the Hospitality Room on a regular basis. No Unit Owner or Resident shall, at any one time, have more than two reservations outstanding, provided, however, that the Board of Directors may grant special exceptions, at their discretion.
9. The amount of guests in the Hospitality Room shall be limited to 150 persons.
10. Smoking is prohibited within the Hospitality Room.

**Swimming Pool**

1. The pool is open from 9:00 AM to 11:00 p.m. Sunday through Thursday; and 9:00 a.m. – midnight Friday and Saturdays. All persons using the pool do so at their own risk, and the Association assumes no risk or liability therefore.
2. Entrance and exit to the pool shall be made through the 2<sup>nd</sup> Floor exit.
3. Children under 16 years of age must be accompanied by an adult at all times.
4. Guests shall be accompanied by a Unit Owner or Resident, who will be responsible for the guests conduct and safety.
5. Showers are required before using the pool.
6. Appropriate coverups must be worn to and from the pool area, including proper footwear.
7. No street shoes are allowed on the pool deck.
8. No pets are allowed in the pool area.
9. No food or gum is allowed on the pool deck.
10. Smoking is prohibited on the pool deck and the egress walkway; violation fine of \$25
11. Glass containers may not be brought to or used at the pool or lower deck area.
12. No chairs or lounges may be reserved.
13. No rafts, beach balls, floats, etc. are allowed in the pool, except personal flotation devises, i.e. swim rings for children.
14. No one shall throw anything into the pool, or engage in any activities, which would adversely affect the cleanliness or sanitary condition of the water, the pool system, or the pool area.

15. Water games or other activities which subject people on the pool deck to splashing are not permitted.
16. Users of the pool, pool deck, and lower level deck, shall keep noise down to a reasonable level, particularly when requested to do so by fellow users.
17. Towels shall be placed on the pool furniture to protect the furniture from damage.

**Lower Deck Rules** (Rev 03/31/09)

1. The Lower Deck may be used by any Unit Owner or Lessee (“Resident”) unless another Resident has reserved its use with the Building Management for a particular time, in accordance with the following procedures:
  - (a) Only Residents may reserve the Lower Deck.
  - (b) The Deck shall be reserved for the calendar year beginning on January first, on a first-come first-served basis. No unit shall reserve in advance the Lower Deck more than three total dates per calendar year that include a Friday, Saturday, or Sunday and including only one Holiday as follows: Memorial Day, July 4<sup>th</sup>, Labor Day, and Water/Air Show. A waiting list will be created in the event of cancellation. Those who have reserved the Lower Deck are entitled to exclusive use of the barbecue and Lower Deck areas.
  - (c) The Lower Deck reservation fee is \$150 payable in 2 checks: \$50 (nonrefundable) and a \$100.00 damage deposit. Both must be provided at the time of application. The damage deposit will be refunded if the Lower Deck is left in the same condition as found. If the hospitality room is also to be used, an additional \$50 fee (non refundable) and \$100 refundable deposit is required upon reservation. All reservation fee(s) and damage deposit(s) will be refunded if the reservation is cancelled thirty (30) days prior to the reserved date.
  - (d) Residents reserving the Deck shall sign a release of liability to the 2500 Lakeview Association and its Agents. The Release is due by 12 Noon the day prior to the event.
  - (e) An Attendance list must be provided to Building Management by 12 Noon the day prior to the event. Failure to provide this list may result in the loss of the security deposit.
2. The Lower Deck may only be used for social purposes, and such other purposes as are approved by the Board. No fees for admission, attendance, food and/or drinks shall be charged to anyone attending an event on the Lower Deck.
3. The Resident reserving the Lower Deck shall be present at the function throughout its duration. When the Lower Deck is used for any gathering of minors, an adult shall be present at all times, and shall be responsible for them.
4. Noise shall be kept to a reasonable level on the Lower Deck area. No music (recorded, live or otherwise) shall be played after 10:30 P.M. Sunday through Thursday or 12:00 Midnight on Friday and Saturday.
5. Smoking is prohibited on the Lower Deck and all adjacent areas.

**Lower Deck Rules (Cont)** (Revised 3/31/09)

6. The use of alcohol shall be reasonable and the Resident shall be responsible for the conduct of all his/her guests and assumes any and all liability related to their conduct. All drinks taken to the Lower Deck area shall be served in plastic or paper; aluminum cans are permitted.
7. Immediately after any use, the Lower Deck shall be returned to the same condition in which it was found. It is the responsibility of the Resident along with Building Management to inspect the area before and after each use. The Resident will be financially responsible for any damage to the furnishings or contents. A check list will be provided.
8. Umbrellas and an awning will be set out for the summer; it will be the responsibility of the users of the Lower Deck to close the umbrellas and the awning upon leaving the Lower Deck.
9. The Lower Deck shall be totally vacated and close at 11:00 PM Sunday through Thursday and 1:00 AM on Friday and Saturday.

**Barbecue Grill** (Rev 03/31/09)

1. Persons under the age of 18 are not allowed to operate the grill and are to be kept at a reasonable distance from the grill when it is in use. The grill is operated at your own risk; the Association assumes no risk or liability therefore.
2. Do not operate the grill if you detect a gas leak. Call the doorman immediately to notify the engineering department.
3. Do not use a flame to check for a gas leak.
4. Combustible materials should not be within 24 inches of the grill.
5. Do not use charcoal or lava rock.
6. Do not lean over the open grill or place hands or fingers on the grill.
7. Should a grease fire occur, turn off all burners immediately and leave the grill cover closed until the fire is out.
8. A steel brush is provided for easy clean up after each use. The grill must be left clean after each use.
9. Turn off the gas at the tank level when you have finished using the grill.
10. If you need assistance, ask the doorman to contact a member of our engineering staff. The Doorman may be reached at **773.525.2500**

**Pets** (revised 3/31/09)

1. Pets shall be allowed in the building only after the Unit Owner/Lessee ("Resident") registers the animal with the Building Management and its application is approved. Pet registration is required in advance of the entry of any resident pet to the building. The Resident shall be responsible for seeing that any temporary or visiting pet, or any pet of a guest abides by all of the Association pet rules, including registration as applicable.
2. All pet registration requests will be reviewed for approval by the Building Management and may be reviewed by the Board of Directors. The Board of Directors reserves the sole discretion to deny any request for pet registration.
3. The maximum allowable weight for any dog shall be fifty (50) pounds.
4. Upon enactment of these rules, Residents shall only be allowed two of any combination of dogs and cats in their unit.
5. Residents shall not keep any wild or dangerous pet in their unit.
6. There shall be no unreasonable pet noises emanating from the unit or in the common areas of the building.
7. Pets shall not be walked in or out of the building through the front door except after sundown and before sunrise. A pet may be carried out the front door at any time.
8. Pets shall not be permitted at any time in any part of the common elements except for transit through the halls, lobby, elevators, and the permitted entry and exit ways. Those areas from which pets are expressly prohibited include the laundry room, storage room, hospitality room, fitness room, pool and pool area, lower deck and all lawn areas.
9. Any pet in the common elements shall be on a short leash at all times.
10. Residents or persons providing dog services shall not have more than two pets in the common elements at any time.
11. If a pet soils or dirties any part of the common elements, including any lawn or walkway, the Resident shall immediately clean up the area fully and adequately. Building Management, the Engineer or the Doorman must be notified if the incident occurs inside the building.
12. The Resident shall be responsible, and shall pay for any damage, harm or injury either to persons or to property caused by a pet.
13. Dogs expressly designated as guides for the physically challenged are excepted from Rules #3, #7, and #8.
14. If the Board, after attempting to remedy a specific problem caused by a Resident's pet, determines that the problem is a continuing violation of the pet rules, the Board shall have the authority to ban such pet from the building and to require the Resident to permanently remove the offending pet from the building upon three-day's notice.

For purposes of such fines, if, after any violation of a rule, a period of six months elapses without a violation of such rule, then the next subsequent violation if any, of such rule shall be again considered to be a "first" violation. These fines shall be in addition to all other remedies which the Board may have pursuant to the Declaration or By-Laws. All fines levied hereunder shall be due and payable on the next regular assessment due date and shall be a lien upon the Unit until paid.

- III. If the Board, after attempting to remedy a specific problem caused by a particular pet, determines that the problem still is continuing in a serious, unreasonable, or particularly annoying manner, the Board in its discretion shall have the authority and power to ban that particular pet from the building and to order the Unit Owner to permanently remove the pet from the building.

**Garage and Motor Vehicles** (Rev 03/31/09)

1. All owners of non-transient (e.g., monthly) vehicles parked in the garage must submit a completed application to the Building Management. They must obtain and display a decal on the windshield of the car before parking commences.
2. Parking applications must be obtained from and approved by the Building Management. The Parker must present proof of vehicle ownership. A copy of the registration must be attached to the application.
3. Decals will not be issued until the application and registration are received and reviewed.
4. Existing parkers who purchase a replacement car must complete another application and provide a copy of the new registration papers before a decal and parking privileges are extended to the replacement vehicle.
5. Self-Parkers are requested to provide a key to their vehicle which shall be kept in the Building Management Office for those occasions when it becomes necessary to have access to assigned spaces. Self-Parkers will be provided with at least 24 hours notice of the need to access their parking space (except in the event of emergencies) and they shall either vacate the space or provide a key to their vehicle so that it may be moved by a parking attendant. In the event that the space is not vacated or a key is not provided, such Self-Parker shall be liable for any costs incurred by the Association as a result of said failure.
6. A Late Fee will be levied on payments not received by the 15<sup>th</sup> of each month as follows: Month One (30 days past due) - \$20; Month Two (sixty days past due) - \$40; Month Three (ninety days past due) - \$80. Late fees are cumulative. A Parker in arrears more than ninety (90) days shall be subject to such remedies as the Board may determine, which shall include but not be limited to fines, towing or the loss of garage privilege.
7. Parkers using a temporary/loaner vehicle must see the Building Manager to register the car and obtain a special tag to use for the term of the loaner. Vehicle registration papers must be submitted, as applicable.

8. All parking assignments, re-assignments and change of spaces shall be made by Building Management. All spaces will be allocated according to the date of the initial application or written request for re-assignment. No Parker may loan, trade, sell or otherwise transfer their parking assignment to any other party.
9. A Self Parker may not use their allocated space for the transient or recurring parking of a guest's vehicle. All Guest parkers must be provided with a time-stamped ticket and pay all applicable guest parking fees.
10. All self-park spaces shall be filled in accordance with the waiting lists maintained by Building Management. All parking requests shall be in writing.
11. As self-parking spaces become available, they shall be first offered to those on the "waiting list for parkers wishing to change spaces" (maintained by Building Management) in order of the date of written request; should the first person pass on the space it shall be offered to the next person and so on; if a person wishes to pass, he/she remains on the list in the original request priority; once the "waiting list for those wishing to change" self-park spaces has been exhausted, the remaining spaces shall then be offered to those on the "waiting list for self parkers" in order of said date priority.
12. Self-Park spaces must pay the monthly fee year round to hold the space even if they are out of town for extended periods.
13. Additional (second) vehicle valet spaces shall be filled in accordance with the waiting list maintained by Building Management in order of request date, to the extent space is available, with no guarantee given for the additional car valet space. Requests for additional car valet spaces must be in writing.
14. Any Parker operating a motor vehicle in the garage in a dangerous, reckless or abusive manner, or leaving a motor vehicle unattended in a place where it deprives another Unit Owner of his rights to use his assigned space, shall be subject to such remedies as the Board may determine, which shall include but not be limited to fines, towing or the loss of garage privilege.
15. The Front Waiting Zone on Lakeview is for delivery and emergency vehicles only.
16. The driver of any vehicle left unattended in the dock driveway (off St. James) shall notify the doorman. If space is available, contractors doing work in individual units may park on the dock driveway (off St. James) at the discretion of Building Management. As space is limited, parking shall be on a first come, first served basis.
17. Parking in the Carport area (off Roslyn) shall be limited to 15 minutes for the purpose of Owners use for loading. Any Resident's vehicle left unattended in this area for longer than 15 minutes is subject to being towed at the owner/operator's expense. Contractors doing work for individual owners may not park in this area.
18. The Carport area (off Roslyn) may be used for the parking of one (1) oversized guest Vehicle. The Garage Attendant shall park the oversized vehicle in the designated space closest to the sidewalk on Lakeview. A placard indicating that said vehicle is a Guest Parker shall be placed in the vehicle by the garage attendant. The Guest shall be charged the same rate as if parking inside the garage.

19. Residents using the designated Loading space on the first floor next to the ramp inside the garage are limited to a five (5) minute period. Residents shall remain with their car during this time.
20. Parkers who require/request 'Handicapped' parking shall provide Building Management with a copy of their official "Handicap" car hangtag.

**Storage Locker Rooms**

1. Owners may store items only within their assigned lockers.
2. Items in aisle ways or unauthorized lockers are subject to removal and disposal, without notice.
3. Storage of explosive and volatile substances (gasoline, etc.) is prohibited for everyone's safety.
4. Smoking is prohibited in storage areas and basement.
5. Storage lockers are assigned by Management and each unit is entitled to one such locker.

**Receiving Room**

1. Furniture and items weighing over 25 pounds will not be accepted for delivery to Unit Owners but must be delivered directly.
2. Unit Owners may leave individual or standing instructions with Management to deliver packages in a specific instance or on a regular basis.
3. Smoking is prohibited in the receiving areas.

**Exercise Room**

1. The Fitness Center is for the exclusive use of Residents of 2500 Lakeview and their guests for the sole purpose of exercise. The Fitness Room is open 24 hours a day.
2. As per the Condo Association By-Laws, use of the exercise room is at the user's own risk and the Association assumes no responsibility or liability therefore.
3. Children under 16 years are not permitted to use the exercise equipment.
4. All users of the exercise equipment shall bring their own towels and wipe off the equipment after use.
5. All users of exercise equipment shall observe the posted rules and common sense and hygiene.
6. The exercise room cannot be used in conjunction with any function in the Hospitality Room.
7. Be courteous and limit the use of any piece of equipment if you find another Resident waiting to use it.
8. Do not abuse the exercise equipment.
9. If you start an exercise program, know your limitations.
10. NO Smoking, pets, street shoes, personal equipment or food/soft drinks are allowed in the exercise room.
11. All audio equipment must be used with personal headphones.

**Laundry Room**

1. The Laundry Room hours are from 6:00 AM until 11:00 PM; the room will be locked daily promptly at 11:00 p.m. and be unlocked at 6:00 a.m. the following day. Revised 3/08

2. Laundry should be removed at the end of the laundry cycle and should not be left in the machines for any length of time. No one unit owner may use more than 4 (four) washers and 4 (four) dryers at any one time, or repeat their cycles in such a manner to cause the other unit owners or residents to wait an unreasonable period of time.
3. If other Unit Owners or Residents are waiting to use the washers or dryers, no one Unit Owner or person may use more than 4 washers and 3 dryers at any one time, or repeat the cycles in such a manner to cause the other unit owners or Residents to wait an unreasonable period of time.
4. Smoking is prohibited in the Laundry Room.

### **Hallways**

1. Corridors shall be kept clear. Boots, umbrellas, strollers, mats, and other items shall be kept inside entrance doors.
2. Due to the pressure differential from hallways to Units, leaving Unit doors open constitutes a fire hazard. Unit doors must not be left open.
3. Refuse chute hours are 7:00 AM to 10:00 PM. Bag and tie all refuse. Plastic bags are suggested. Refuse should not be forced into the chute. Items too large for the chute should be left in the chute room for removal by the janitorial staff.
4. Natural Christmas trees should not be carried in the hallways unless wrapped in a tree bag available through maintenance, doormen or management.
5. No Unit Owner shall store any items in stairwells or landings, regardless of size and description.
6. Smoking is prohibited in the interior hallways, stairwells, chute rooms, laundry room, public washrooms, and the inner and outer lobby.

### **Balconies**

1. All balconies shall be maintained with a uniform appearance. Windscreens and other unsightly additions to the railings are prohibited.
2. All furniture and other items on the balcony shall be safely secured.
3. No items shall be thrown, shaken, swept or hung from the balconies.
4. Barbecuing is permissible only with a covered kettle and an electric charcoal starter. or propane grill.

### **Building Maintenance Personnel**

1. For convenience, but without relieving owners of their individual responsibility, Management may provide assistance in an emergency or, if time permits, may perform small repairs on building fixtures within a Unit. Small repairs to Unit fixtures labor may be performed by the Building Engineer in individual Units, if his schedule permits. Repairs made during the staff work hours, other than clearing clogged pipes, are chargeable at \$1.00 per minutes at 15-minute increments. Requests for such small repairs must be submitted in writing to the Building Manager.
2. No employee of the Association or Management shall be sent out of the building by any Owner at any time for any purpose.

### **Moving and Elevator Reservation**

1. No Unit Owner shall tie up the use of one or more elevators for other than brief periods of time, unless that Owner has reserved, on a non-exclusive basis, the use of an elevator with Management.

2. All move-outs and move-ins must be scheduled with Management, to prevent conflicts. Move-in and move-out times will be assigned on a "first-come, first-served" basis, only during weekdays, Monday through Fridays from 8:30 a.m. – 4:30 p.m.
3. No move-ins or move-outs will be permitted until the Unit Owner has paid a \$100.00 security deposit and a \$200.00 move in/move out fee to Management. Revised 3/08
4. For all move-ins and move-outs, and any sizeable deliveries, elevators must be padded. It is the Unit Owners responsibility to request that the padding be installed in the freight elevator.
5. A Unit Owner is responsible for any damage done or caused by deliver/men or moving men who are serving that Unit.
6. After the completion of a move-in or move-out, and prior to the refund of the security deposit, Management will inspect for any moving-related damages to elevators and other common elements.

### **Non-Motorized Vehicles**

1. Bicycles are not permitted in hallways, elevators, stairwells, or apartments. Storage space is available in garage racks. Unit owners who choose to store bicycles in the garage do so at their own risk and agree to hold harmless the Association, its officers, directors, agents and employees from any and all claims, demands, damages, liabilities or actions for property damage or personal injury arising in connection with the use of the Garage.
2. Buggies and grocery carts are permitted in the hallways and elevators, but must not be stored in hallways or in stairwells.
3. Tricycles or wagons may not be stored in the hallways or stairwells.

### **TV Connections**

All television cable installations and modifications shall be performed by certified serviceperson obtained through Management at the Unit Owners expense.

### **Building Directory**

Listings on the building directory shall be made only in the form approved by Management.

### **Enforcement** (Revised 3/2006)

As permitted by Sections 18. 4(h) and 18.4(1) of the Illinois Condominium Property Act the Board of Directors has adopted the following procedure regarding assessment of fines to unit owners. If an owner, management or an employee observes and reports conduct which violates the Declaration, Bylaws or Rules, the Board will use the following procedure:

1. An incident report must be completed and delivered to management or the Board. It must be specific, signed by the complainant, include details of the violation and must state that the complainant will provide testimony at the hearing or other proceedings which may be necessary.
2. At the Board's direction, management will send a warning letter to the unit owner who has violated the Declaration, Bylaws or Rules. The letter will specify the provision which was allegedly violated, and a copy of the incident report will be enclosed. In the event of a Class I violation, the Board may eliminate this warning letter and proceed with a notice of hearing.

- 3. If Management receives a second incident report or the Board determines that the nature of the alleged act was a Class I violation, a notice of the violation which includes a notice of hearing may be sent to the unit owner or the report may be sent directly to the Association's attorney. Following the date of the hearing, the Board may assess a fine to the unit owner for the violation and may assess legal fees incurred by the Association as a result of the violation.
- 4. At the hearing, the Board will hear and consider arguments, evidence or statements regarding the alleged violation first from the person(s) signing the incident report and then from the alleged violator together with any witnesses testifying on his or her behalf. Following the hearing, the Board will consider the evidence presented. The Board may assess a fine, legal fees and any repair costs or other damages incurred against the unit owner. The assessment must be paid within thirty (30) days or the Board will begin collection procedures.

NOTE: A unit owner is responsible for his or her conduct and that of family, tenants, invitees, licensees, employees or any person permitted to enter a unit or Association property,

**THE HEARING PROCEDURE**

A notice is sent to the owner and a closed hearing is conducted in front of a quorum of the Board of Directors during executive Session (not during open meeting). The Board will hear and consider arguments, evidence or statements regarding the alleged violation first from the complainant and other persons who have first hand knowledge of the violation and then from the alleged violator and his or her witnesses. The Board will allow rebuttal testimony. Following the hearing at an open portion of a meeting, the Board of Directors will vote on its proposed finding. If a member of the Board has presented evidence in connection with the complaint, he or she will abstain from voting. A letter will be issued to the owner which contains the Board's decision. Fines, attorney's fees or other costs which may be assessed to the owner must be paid within thirty (30) days following notice of the assessment.

**SCHEDULE OF FINES**

Class One Violations, including but not limited to vandalism, unapproved construction, and actions which threaten the safety or welfare of residents, employees or the general public: \$250-\$1,000 per violation, or \$250-\$1,000 per day for a violation of a continuing nature, plus legal and repair costs and other costs of remediation.

Class Two Violations, including but not limited to noise, misuse of Association property, littering the common area, and throwing items from windows: \$100-\$500 per violation, or \$100-\$500 per day for a violation of a continuing nature, plus legal and repair costs and other costs of remediation.

Class Three Violations, including but not limited to pet rule violations, parking violations, unapproved exterior decorations, violations of the hallway rules, and general nuisance based offenses: \$25-\$250 per violation, or \$25-\$250 per day for a violation of a continuing nature, plus legal and repair costs and other costs of remediation.

Successful compliance with the Rules begins with communication between Unit Owners. If someone is violating a Rule or acting in a way which annoys you, take the initiative and politely but firmly inform the violator of the problem. The vast majority of our Residents are sensible, cooperative and concerned individuals, who will quickly change their behavior if they realize they have done something bothersome to another. If, after such notice, problems persist, inform Management of the situation.

Every effort has been made to keep our Rules as simple and unrestrictive as possible. Most reflect no more than common sense. Circumstances do change, however, so periodic updating and amending is necessary. Rather than ignore a Regulation which seems bothersome or inappropriate, Unit Owners are urged to bring it to the attention of the Board. Changes can be made with greater ease than you might think.