

THE ELM AT CLARK CONDOMINIUM ASSOCIATION



Rules and Regulations

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The Elm at Clark Condominium Association Rules and Regulations

INTRODUCTION

The following rules and regulations have been developed by a committee of Unit Owners, and reviewed by the Board, Management and the Association attorneys, and then adopted by the Board. They apply to all residents, including owners and lessees, and their guests.

These rules are intended to ensure the comfort and security of all residents and their guests, as well as to ensure that the Elm at Clark Condominium Association remains a high quality property, thus protecting the value of all owners' investments in their units.

This document can be amended as necessary to ensure these goals are met, and this process will be open to Association membership participation and input.

For these rules and regulations to be effective, all residents must cooperate in complying with them and encouraging their neighbors to do likewise. Those residents who violate rules will face the appropriate Board action, as explained in this document.

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I. ASSESSMENTS

1. All monthly assessments and any special assessments are due and payable on or before the first day of each month. Any payment with respect to a residential unit which is received by the Management Company after the 11th day of each month will be considered late and will be charged an administrative fee of \$75.00 for unpaid balances of \$200 or more and \$25 for unpaid balances under \$200. The administrative fee will become due and payable along with the regular assessment. For those dropping off checks at the Management Office, payments must be received no later than the 5th of the month in order to be delivered to the Management Company by the 11th.
2. The Association will charge for any checks returned by the Bank for any reason. Refer to the Schedule of Fees for the current charge amount.
3. Any account that is delinquent for more than sixty (60) days is subject to legal action. Once legal action has started, all legal fees and costs will be assessed to the account of the defaulting unit owner.

II. BALCONIES AND PATIOS

1. All balconies and roof decks shall maintain a uniform appearance.
2. Hosing and sweeping down balconies is not permitted, as it may cause debris to fall on balconies and walkways below (Dust pan, mopping, or vacuuming is recommended).
3. Hanging of any articles including sheets, blankets, laundry, posters, signs, advertisements, etc. outside of balconies is not permitted.
4. Nothing may be thrown or dropped off of balconies.
5. Residents are responsible for any damage to their and other units caused by their negligence from balcony use.
6. All furniture must be of sufficient weight or secured due to high winds.
7. Flower pots/boxes must remain inside of balconies, hanging on the outside is not permitted. They must be secure and weighted.
8. Please be careful when watering flowers and plants so water does not flow on balconies below.
9. **No charcoal grills are allowed.** Electric or gas grills are allowed.
10. Floor coverings may not be placed on balconies without prior written Board approval.

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III. BICYCLES AND BICYCLE ROOM

1. No bicycles shall be moved through the lobby. All bicycles stored in the Bicycle Room must be registered in the Management Office and display the Association's ID Decal. All bicycles stored in the Bicycle Room must be locked securely to the rack in a space and not locked to another bike or to the outside of the rack or they will be removed. Bikes cannot obstruct access to other bikes. Residents with bikes must leave and enter the building through the side door. Guest bikes are not allowed in the building.
2. Unregistered bikes will be removed from the bike room. If unclaimed after thirty (30) days, the unregistered bikes may be donated to charity.
3. The bike rack located at the parking ramp door is for the exclusive use of the Elm at Clark residents as a short-term accommodation. Bikes parked in this area must display the Association's ID Decal. Bikes left in these racks for more than 2 consecutive days may be removed.
4. The Association is not liable for loss or damage to any bikes stored in the bike room, or in the bike rack area.

IV. BULLETIN BOARDS

1. The glass-enclosed bulletin board in the mail hall is for Association business and the listing of unit and parking spaces for rent or sale. Other listings, such as local community events, may also be posted and will be considered on a case-by-case basis. Community event postings will be removed after the event.
2. Residents may request the posting of signs, posters, advertisements, etc. in the glass enclosed bulletin board in the laundry room (8th floor). The postings may be no larger than 8.5" x 11" and must be dated; management will remove signs two weeks after their posting date.

V. CHRISTMAS TREES

Artificial Christmas trees are preferred due to the potential fire hazard and the mess attributable to natural trees. If natural trees are used, they must be bagged in and out. Debris from trees must be cleaned up by residents. Christmas tree removal is aided by the Management Office and building staff and the procedure is announced each December by notice to the residents.

VI. COMMON AREAS

1. There are two (2) stairways on every floor marked with "Stairs" signs. Any set of stairs between floors 8 and 39 may be entered.
2. City ordinance mandates that the stairway doors remain closed at all times.
3. Stairways may not be obstructed, blocked or used for any purpose other than ingress or egress. Nothing may be discarded or stored in these emergency stairway exits. Under city ordinance, items such as shoes, doormats, umbrellas, etc. may not be left in the hallways for storage or drying purposes.
4. Stairways to the garage are accessible from the eighth (8th) floor.
5. Smoking is not permitted in the lobby, hallways, stairwells or any other common areas. The only exception is the designated smoking area on the pool deck.
6. Except as permitted in item 8 under this section, personal signs, slogans, business/commercial signage, decorative door hardware or electrical fixtures are not permitted on any resident's doors or on the corridor walls. Only Management may place such items.

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7. Maintenance staff may remove and discard all newspapers or deliveries left in front of unit doors for more than three (3) days.
8. Owners are allowed to display reasonable holiday decorations on the outside of their entrance doors. Any such decorations may not be displayed more than thirty (30) days prior to the date of the holiday and must be removed not later than fifteen (15) days after the holiday. Owners are also entitled to display reasonable religious symbols.
9. Rollerblading, skateboarding and scooters are not allowed in the common areas.

VII. CONSTRUCTION

Please refer to the "Construction Rules and Regulations" regarding any proposed construction or repair projects to be done in your unit. Prior approval in accordance with the "Construction Rules and Regulations" must be given by the Management Office before any alteration, repair or construction to a unit begins. The Board reviews and approves construction requests based on management's recommendation. Construction rules are available in the Management Office or may be downloaded from the Association's website.

VIII. ELECTRONIC COMMUNICATIONS

In order to facilitate the Association's distribution of notices and other communications, the owner(s) of any unit may authorize electronic delivery of notices and other communications by submitting a "Consent to Electronic Delivery" form to the Management Office. If no Consent to Electronic Delivery form is submitted, paper copies of notices and other communications will be delivered to the last US Postal Service address provided to the Association for the unit. Authorization for the electronic delivery may be amended or revoked at any time by the submission of a later-dated Consent to Electronic Delivery form. Notwithstanding a request for electronic delivery, the association at its sole discretion may deliver any notice or other communication to the US Postal Service mailing address indicated on the Consent to Electronic Delivery Form.

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IX. FITNESS CENTER

1. Hours of operation are available in the Management Office.
2. All persons using the Fitness Center must sign a hold harmless agreement. These forms are available on the website and in the Management Office.
3. Any trainer providing professional training services in the Fitness Center must provide proof of a minimum of \$1,000,000 of general liability and professional liability insurance to the Management Office naming the Association and Sudler Property Management as additional insured's on the policy before training in, or using, the Fitness Center. The resident is responsible to insure that their personal trainer has met the insurance requirements.
4. Guests are not allowed in the Fitness Center unless accompanied by a building resident.
5. All individuals using the Fitness Center are responsible for their safety and conduct, including the safety and conduct of any guests and children.
6. If someone is waiting for equipment, the current user's workout must be completed within 30 minutes of being notified by the waiting resident.
7. Do not move equipment or obstruct the use of any other equipment.
8. Proper attire must be worn at all times (shirts, shoes etc.)
9. Only personal listening devices (I-Pod, Walkman, etc.) equipped with earplugs or headphones are permitted
10. Please keep volume on television at a reasonable level. The television should be turned off when exiting fitness center.
11. Minors are not permitted in the exercise area without adult supervision, the adult being responsible for the safety and welfare of the minor. The gym may not be used for the riding of tricycles, bicycles, skateboards, rollerblades or toy cars.
12. Pets are not allowed at any time.
13. Throwing of Frisbees', footballs, etc is strictly prohibited.
14. All fitness equipment must remain in the Fitness Center at all times. This includes but is not limited to, weights, mats, fitness balls, and TV remote controls. Removal or borrowing of this commonly owned equipment is not permitted, and will result in a fine of \$1,000.

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X. FURNITURE DELIVERY AND REMOVAL

1. All deliveries & removal of furniture must be scheduled with the Management Office.
2. Any furniture delivery or removal is not to be done through the main lobby entrance.
3. Furniture delivery and removal includes but is not limited to sofas, chairs, large screen TVs, appliances, bedroom sets, mattresses, bookcases, desks, etc.
4. Hours available are Monday through Friday, 9:00am to 5:00pm and Saturday 9:00am to 3:00pm.
5. Deliveries or removals are not allowed on Sundays or national holidays.
6. Exceptions to pre-scheduling with the Management Office and to deliveries and removals within the hours and days outlined in this section: the item delivered or removed can be handled by one person or moved on one of our luggage carts.
7. In the event that a furniture delivery or removal is used as a move-in or move-out, the unit owner will be assessed the unscheduled move fee of \$1,000 as a penalty.
8. If you have a question about your situation, please contact the Management Office.

XI. GARAGE

1. A Garage Unit shall not be used in violation of the City of Chicago Zoning Ordinance. The Garage Units are legally required accessory parking spaces for the building and may not be used as ancillary parking facilities for other buildings in the neighborhood. For purposes of this section, "ancillary" means temporary parking use. This rule is not intended to preclude ownership or rental of a parking space by someone who works/lives in the neighborhood and uses the space for non-business parking/storage of their vehicle.
2. Garage Units may not be used as additional storage space or for storage of any flammable material, as a public parking facility, a valet parking facility, an automobile repair, dealer, or car wash facility, a used or new car sales lot, or any other non-accessory use. Any vehicle parked in the garage must fit within the parking lines and may not protrude into the driving area.
3. Violation of this Rule shall be subject to monetary fines, including per diem.

XII. GARBAGE DISPOSALS

Garbage disposals are not allowed in the units.

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XIII. INSURANCE

1. Effective October 1, 2007 the owner of every unit must obtain and maintain an insurance policy providing a minimum of Five Hundred Thousand Dollars (\$500,000) of insurance coverage for damage to other units in the building. Every unit owners insurance policy must provide at least \$500,000 of coverage for (1) personal liability and compensatory damages resulting from property damage caused to another unit that originates in the insured's unit, and (2) damage to another unit caused by the negligence of the insured or his/her guests, residents or invitees, all as specified in section 12(h) of the Illinois Condominium Property Act.
2. This Rule's requirements are not satisfied by an insurance policy obtained by a renter. 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 \$500,000 minimum specified in this Rule is advisable.
4. In order to monitor compliance with this Rule, every unit owner must provide the Management Office with a Certificate of Insurance confirming the existence of required insurance coverage. Non-compliance with this Rule will subject the unit owner to monetary fines as determined by the Board and published in the "Schedule of Fees."

XIV. KEYS FOR YOUR UNIT, GARAGE SPACE AND MAILBOX

1. **Unit Keys:** For security and liability purposes, the door staff may not hold unit keys for anyone at any time, for any reason.
2. **Unit Keys for Permission to Enter:** During business hours, access to a unit where the unit owner has completed a temporary 'Permission to Enter' form can be arranged through the Management Office. Where the unit owner completes a 'Permission to Enter' form that is of a recurring or permanent nature, the unit owner should make a unit key available to their guest.
3. **Unit Keys for Dog Walkers:** 'Permission to Enter' forms must be on file in the Management Office. Unit keys should be provided to the dog walker directly by the resident. They may not be left at the front desk.
4. **Unit Keys for Realtors:** Unit owners should provide unit keys to their realtor at the same time that they provide 'Permission to Enter' form for the realtor to the Management Office.

Realtors listing units for sale or rent in the building are expected to be at any potential showings. If the listing realtor for some reason cannot make a showing, they may leave a lockbox at the front desk on the day of the showing. The combination/key to the lockbox should be given directly to the other realtor and may not be left at the front desk. The listing realtor should retrieve the lock box on the same day as the showing. Any lock boxes that remain at the front desk at the end of the day will be placed in the Management Office and may be retrieved by the owner or the listing realtor during the normal business hours of the Association. The lock box will not be given directly to a potential buyer or renter unless accompanied by the owner or a realtor.

All potential owners/residents must be accompanied by a realtor prior to entering the common areas of the building.

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5. **Garage Keys:** If a resident is expecting a guest who will be using the garage area, a key to the garage may be left at the front desk on the day when it is to be picked up. The key to be left at the desk must be in a clearly marked envelope that identifies the resident who is leaving the key, the unit number of the resident, the parking space number to which the key is assigned and sufficient additional information to identify the individual that will be picking up the key.

The key may be returned by the guest to the front desk and retrieved by the owner later on the same day. Any garage key that remains at the front desk on the next morning will be placed in the Management Office and may be retrieved by the owner during the normal business hours of the Association.

6. **Mailbox Keys:** Management will not open a resident's mailbox at any time, for any reason, for any person.

XV. LASALLE ROOM

Residents may schedule use of the LaSalle Room by contacting the Management Office. A security deposit may be required.

Because there are residential units that abut the room, any scheduled activity must end no later than 10pm.

XVI. LAUNDRY ROOM

The Association does not own the laundry room. The following rules have been established by the owner of the laundry room.

1. Malfunctions, or out of order machines, should be reported to the owner of the laundry room, R. Sala, at (773) 338-6675.
2. The laundry room is open 24 hours each day and is for the use of building residents only.
3. Residents should empty washers and dryers as soon as the cycle is completed.
4. Ironing is not permitted.
5. Line drying of clothes is not permitted.
6. Smoking, bare feet and pets are not allowed in the laundry room.
7. Dying of clothing or washing of animal bedding is not permitted in the washers.
8. The Association and/or Management assume no responsibility for damage of clothes or loss of clothing. Additionally, the Association has no management responsibility for this individually owned and operated facility.

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XVII. LEASES

Owners must consider the following in leasing a unit to ensure the success of the owner-tenant relationship and contribute to the successful operation of the Elm at Clark Condominium Association. All Owners must adhere to the following:

1. All owners must give prior notice to the Association and/or management of intention to lease and may only use a lease form that previously has been approved for use by the Board and the Management Office – please contact the Management Office for additional information.
2. A Lease for a residential unit must be written for a period of not less than six (6) months or more than two (2) years. Leases for garage spaces range from a minimum of three (3) months to a maximum of two (2) years.
3. Each lessee shall be required to sign a Rider to Lease (available from the Management Office or by download from the Association's website declaring that they will adhere to and comply with the property's Declaration and by-Laws and these Rules and Regulations as adopted by the Board.
4. The unit owner shall deliver a copy of the signed lease and Rider to Lease to the Association or managing agent within ten (10) days after execution and prior to occupancy. Occupancy of a unit by the Lessee(s) will not be permitted until the unit owner complies with this provision.

When a unit is subject to a lease renewal, the unit owner shall deliver a signed copy of the renewed lease and "Rider to Lease" to the Association or Managing Agent within ten (10) days after its execution.

Non-compliance with this provision of the rule will subject the unit owner to monetary fines as determined by the Board and published in the "Schedule of Fees".

5. Owners must provide tenant(s) a copy of the Association's Declaration and these Rules and Regulations, and should inform tenant(s) that they are obligated to obey the provisions of these documents. Any violations of the Declaration and by-Laws or these Rules and Regulations may result in a flat or daily fine or, in more serious situations, eviction proceedings.
6. The execution of a lease shall not relieve the unit owner of any responsibilities or owner's obligations under the condominium instruments or these Rules and Regulations. All fines, costs and legal fees will be charged to the unit owner.
7. All unit owners must notify the Association or managing agent of all current occupants of the unit, including children. This notification should include not only the names of each occupant but the telephone number(s) for the unit, the number of vehicles used by the occupants, and the number and type of any pets, when permitted.
8. The Association reserves the right to prohibit a tenant from occupying a unit until the owner complies with all leasing requirements. The Association reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

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XVIII. LOADING ZONE

There is one 15 minute loading zone on the north end of the driveway. This space is reserved for resident use only. It is not to be used by guests or deliveries. To satisfy the ADA [Americans with Disabilities Act] rules, a 5 foot buffer/walkway must be maintained between the loading zone and the bank - only one car at a time may use the loading zone area.

If you need to use the loading zone, park your car with flashers on. Check in at the front desk leaving your name, unit number and phone number. Your 15 minutes will start when you sign the log. If your car is still in the loading zone after 15 minutes, you will be called and asked to move your car. If it is there after 20 minutes, there will be an automatic fine of \$25 added to your assessment statement (or if you are a tenant it will be added to the unit owner's assessment statement). If your car is not removed after 30 minutes, it will be towed.

Any car parked in the loading zone and not checked in at the front desk will be immediately towed.

XIX. LOCK-OUTS

1. In emergency situations, such as locking yourself out of your condominium, during the hours 9:00 am to 5:00 pm Monday through Friday, residents will be assisted at the Management Office.
2. In emergency situations, such as locking yourself out of your condominium after office hours, residents will be assisted by the doorman and/or the maintenance staff on-duty. **NOTE:** There will be a \$25.00 charge.

XX. Locks

Permission for an additional lock on unit entry doors must be obtained from the Management Office prior to installation. A duplicate key to that lock must be given to Management for use in cases of emergency. Should Management not have a key, the unit owner shall be responsible for any damage done in connection with gaining entry to that unit. Hardware for doors must conform to the currently existing hardware.

XXI. MAINTENANCE WORK REQUESTS

Maintenance requests (labor and material) will be billed directly to the unit owner at the cost of \$15 for the first 15 minutes of work. For projects that require more time, the cost will be \$30 per hour or \$15 per each half-hour. Materials purchased on behalf of the residents will be billed back to the unit owner at cost plus 20% to cover handling and inventory costs. There will be no charge for changing filters twice a year or unclogging drains. **Drain cleaners are not allowed to be used in bathroom or kitchen sinks, showers or toilet bowls.**

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XXII. MOVE IN-OUT AND ELEVATOR USE

1. Move-ins and move-outs are permitted only between the hours of 9:00 am and 5:00 pm Monday through Friday only and not on weekends or national holidays.
2. The service elevator must be reserved through the Management Office for all move-ins / move-outs.
3. Reservations for a scheduled move shall be no longer than four (4) hours and must be made a minimum of 7 days in advance of the scheduled move. Once scheduled, any cancellation must be communicated to the Management Office at least 48 hours before the scheduled move or there will be a cancellation charge.
4. A security deposit is required for each move-in and each move-out. Security deposits will be refunded after verification from the Maintenance Staff and/or the Management Office that no damage was caused to the common elements or elevators during the moving process. Refunding of the security deposit may take up to fifteen (15) business days. Any damage is the responsibility of the owner.
5. A "Schedule of Fees" for moving in, or out, of the building is available in the Management Office.
6. Any unscheduled move will result in the Association fining the owner of the unit \$1,000.
7. Prior to occupancy, a new owner must provide the Management Office with a copy of a deed or a copy of the lease for the residential unit or garage unit.
8. Owners will be responsible for the action of their tenants, guests and/or movers.

XXIII. NOISE AND DISTURBANCES

1. No resident shall make or permit any disturbance in the building or common areas by themselves, their family, or their guests, nor permit anything by such persons that will disturb or interfere with the rights, comfort or convenience of other residents.
2. No resident shall play, or allow to be played, any television, stereo, radio or other musical/sound instruments at a level that may annoy or disturb occupants of other units.
3. Any disturbances should be reported to the door staff.

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XXIV. OCCUPANCY AND GENERAL USE

- 1) Each Residential Unit is allowed to be used:
 - a) As premises which are used by a professional or quasi-professional Occupant thereof as both a residence and an ancillary or secondary facility to an office established elsewhere;
 - b) As premises which are owned by a corporation, partnership or other business entity and used for the purpose of entertaining and housing as an adjunct to the conduct of its business elsewhere;
 - c) As premises used principally as a residence by the Occupant thereof, but also used for other purposes which are customarily incidental to such residential use, such as, without limitation, maintaining a home office, keeping personal business, professional records and accounts, and handling personal business, professional telephone calls and correspondence and receiving visitors related to the Occupant's business.
- 2) No unit owner will be permitted to use or convert his/her unit(s) for the sole purpose of housing a pet(s) without the occupancy of the unit owner. Nor will a unit owner be permitted to lease or assign his/her unit(s) for the sole purpose of allowing the lessee or assignee to house a pet(s) without the intention of the lessee or assignee to actually and physically reside full-time in the unit.

XXV. PETS

Section 3(g)(5) of the Declaration provides that household pets may be kept in the units, subject to rules and regulations adopted by the Association. Accordingly the Association, acting through its Board, has adopted the following:

1. Only animals commonly considered household pets may be kept in the units. This includes dogs, cats, birds and fish.
2. All dogs and cats must be registered with the Management Office. Registration must be made prior to bringing the pet into the building or, if the owner was unaware of this requirement, within three days of notification from Management Office or the Board. Owners and tenants who do not register their pets after such notification will be asked to promptly remove the unregistered pets from the building, usually within three days. Registration does not imply that the Association or its agents assume any responsibility for damages or injuries caused by pets to any person or property. Such damages are the sole responsibility of the pet owner/unit owner.
3. There is a limit of two dogs per unit. The combined weight of the dogs may not to exceed 100 pounds. It is the owner's responsibility to furnish proof satisfactory to the Association that the weight limit requirement is being met.
4. At the time of registration, the pet owner may be required to pay a registration fee. A "Schedule of Fees" is available in the Management Office.
5. Other household pets as defined herein are allowed without registration as long as the resident/tenant owning the pet complies with the Declaration.
6. Pet owners must comply with all applicable city, county and state requirements, including required city shots/inoculations. Noncompliance will constitute cause for removal of the pet from the property.
7. Pets shall not cause a nuisance to other residents of the condominium, their guests, condominium staff or other visitors to The Elm at Clark. Causing a nuisance includes but may not be limited to excessive noise, aggressive behavior or damage to the property. Excessive noise is any noise that results in a reasonable complaint by residents or their guests.

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8. Pets taken through the lobby must either be carried or in an appropriate carrier. Pets may be led, on a leash, through the side door. Under no circumstances are pets to be taken through the automatic overhead doors into the alley.
9. Pets will, at all times, in common areas, including elevators and hallways, be under the control of their owners. This shall mean either carried by hand, in an appropriate carrier or on a leash. No length is prescribed for a leash; however, the owner must be able to restrain his or her pet from causing a nuisance to, or touching of, any other person or pet.
10. Pet owners will avoid entering elevators that are: a) with 4 or more persons; b) if someone in the elevator asks the owner to not enter; or, 3) pet owners will avoid entering elevators with pets if there is any display of aggressive behavior by the pet.
11. Pets are not allowed in the laundry room, fitness center, pool area, party room or LaSalle Room.
12. Residents employing a pet care service are required to have a 'Permission to Enter' form (available in the Management Office or may be downloaded from the Association's website) on file in the Management Office before access to a unit by the pet service will be allowed.
13. Owners are responsible for cleaning up after their pets. The City of Chicago requires that pet owners clean up after their pets on city property. Owners must notify the Management Office or doorman if their pet has an accident on condominium property. Owners will be assessed for any damage caused by their pet or for any clean up costs. Pets are not to be allowed to use any common element, including elevators, stairways, balconies, driveway or the garage, to relieve themselves.
14. All pet waste, including kitty litter, must be secured in plastic bags or other appropriate containers and placed in the designated receptacle in the loading dock area. Do not dispose of such waste in the receptacles marked for recycling or in other trash receptacles in the building.
15. Any guest bringing a pet into the building will be subject to the rules and regulations applicable to residents' pets. The resident will be held responsible for any damages or disturbance caused by a guest's pet.
16. Complaints regarding any pets should be referred to the Management Office (or the door staff after hours) Violation Complaint Form available from the Management Office or may be downloaded from the Association's website. The Board or its designated agent may, after finding a complaint has merit, take appropriate action including, but not limited to: a) assessing the owner for damages caused by the pet; b) directing the owner to ensure that any inappropriate behavior ceases; c) assessing fines to the unit owner, or d) directing the owner to permanently remove the pets from the premises.

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XXVI. POOL, POOL DECK, GRILLING AREA AND NORTH TERRACE

The Illinois Department of Public Health establishes regulations with respect to swimming pools and also grants management the authority to implement and enforce more stringent rules. The following rules and regulations have been established by the Board to supplement those rules and apply to the pool, pool deck, grilling area and north terrace (the deck area outside of the laundry room) located on the eighth floor. For purposes of brevity, this area will be referred to as the pool deck.

1. The maximum bather load of our pool deck (113) is established by the Department of Public Health under Regulation 820.200(b) (Illinois Swimming Pool and Bathing Beach Code.) In order to comply with this limitation, each residential unit (condominium) owner will be entitled to a resident pool pass for each person listed as residing in the unit and two guest pool passes at no charge. Management reserves the right to limit issuing pool passes to insure compliance with State regulations and resident enjoyment of the pool deck. Pool passes may be obtained by completing the Swimming Pool Pass Form and bringing it to the Management Office. The form will be available in the Management Office and online on the Association's web site. Owners leasing their units may confer this privilege on their lessees. In no event, however, will a separate set of pool passes be issued to both owners and lessees. All persons over 12 years old using the pool deck must have a pool pass. Persons not having a pool pass will be asked to leave the pool deck. Lost pool passes will be replaced at \$10 each. Damaged pool passes may be exchanged in the management office at no charge.
2. Each unit may request up to an additional guest 5 pool passes per day and a maximum of 25 per pool season. Requests must be submitted to the Management Office, along with full payment, no less than 5 days, and no more than 10 days in advance of the chosen day. Management reserves the right to limit the total number of additional guest passes issued for any day. These additional pool passes must be picked up before 12 noon and returned to the front desk no later than 12 noon the next day. A deposit may be required in addition to the per day rental fee. Lost, damaged or non-returned pool passes may result in a forfeiture of the deposit.
3. Pool deck opening and closing dates and hours of operation will be established annually by the Board of Directors and posted as appropriate. Use of the pool deck outside of these dates and hours is not permitted.
4. All individuals using the pool deck are responsible for their safety and conduct, including the safety and conduct of any guests and children. There will be no lifeguard on duty.
5. No pets are allowed on the pool deck.
6. No glass containers are permitted on the pool deck.
7. Condominium residents must escort all guests to and from the pool deck and remain with them at all times. Guests not accompanied by a resident will be asked to leave the pool deck.
8. Should the number of people using the pool deck exceed the maximum bather load, individuals will be asked to leave. If compliance cannot be achieved voluntarily, preference will be given to residents.
9. Chairs, chaise lounges, benches, tables and grills and other facilities may not be reserved. Personal items will be removed if individuals leave the pool deck for more than 30 minutes.
10. Please take care using the facilities provided on the pool deck. Dragging items may result in damage to the item or to the pool deck. Users will be responsible for any damage.
11. An adult must accompany children under 12 years at all times.

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12. Appropriate cover-ups and footwear must be worn in the building when coming to and going from the pool deck.
13. Smoking is permitted only in the designated area. Cigar smoking is not allowed.
14. Only personal listening devices (I-Pod, Walkman, etc.) equipped with earplugs or headphones are permitted.
15. Persons using the pool deck are expected to refrain from any behavior that disturbs residents. Special care should be taken when using the pool deck early in the morning or late in the evening.
16. Dispose of all trash in the appropriate containers. Cigarette butts must be disposed of in containers provided exclusively for their disposal.
17. Appropriate swimwear is required for pool use. Children should have age-appropriate swimwear, including, where required, swimming diapers.
18. Flotation devices supporting more than one person are prohibited in the pool. Individual flotation devices may be used when there are less than four people in the pool.
19. Food or drink is not permitted within five (5) feet of the pool.
20. Running, boisterous or rough play is not permitted under State regulations. Association rules prohibit throwing any objects including Frisbees, footballs or similar objects.
21. Unruly, disruptive or otherwise inappropriate behavior, including intoxication, will not be permitted. Please be respectful of those around you, especially children.
22. In addition to these rules and regulations, individuals using the pool deck are expected to comply with the requirements established under Regulations 820.360 of the Illinois Department of Public Health. A copy of these requirements is posted in the bulletin board at the entrance to the pool.
23. Violations of any of these rules may result in the offenders being asked to leave the pool or, as appropriate, fined. Violations may also result in revocation of pool deck privileges for the balance of the season.

XXVII. REFUSE ROOMS AND DISPOSAL CHUTES

1. Trash chutes are located on each floor. Hours for use are between 7:00am and 9:30pm only.
2. All trash; particularly raw garbage must be placed in a leak-proof and odor-proof bag, preferably plastic and tightly secured.
3. Any flammable materials items such as matches or cigarettes must be completely cooled and properly secured as this may lead to fires in the chutes. Flammable items such as paraffin, wax, benzene, gasoline, or camphor flakes or balls may never be placed in the chute. All trash should be pushed so that the bag falls all the way down the chute. Any heavy items that can damage the disposal chutes, such as cans of paint, must be hand carried down to the dock area to be disposed of properly.
4. Garbage of any kind is not permitted to be left in the hallways, stairwells, or in the chute rooms.
5. Any boxes too large to fit down the chute are to be taken by the resident to the dock area.

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XXVIII. SIGN-IN / SIGN-OUT POLICY

All visitors (including but not limited to guests, cleaning people, salespeople, and delivery people) must sign in at the front desk lobby with the doorman and sign-out upon departure.

XXIX. SMOKING

Unit Owners are allowed to smoke in their Units; however, if the smoke emanating from a Unit causes a nuisance or annoyance to other Unit Owners, the Board, in its sole discretion, may require the Unit Owner to take one or more of the following steps to minimize the smoke transmission from their Units:

1. Properly and fully seal the Unit;
2. Install an air purifier capable of eliminating smoke including, but not limited to, cigar, cigarette, or pipe smoke;
3. Operate the kitchen and/or bathroom vents when smoking;
4. Confine smoking to rooms of the Unit which do not abut a complaining Unit Owner's Unit.

Failure to comply with this smoking rule will result in the Board exercising one or more of the remedies to which it is entitled to enforce against a Unit Owner pursuant to the Declaration, By-Laws and Illinois Condominium Property Act.

Smoking is not permitted in the lobby, hallways, stairwells or any other common areas. The only exception is the designated smoking area on the pool deck.

XXX. SOLICITATION BY OUTSIDERS AND /OR RESIDENTS

Solicitation is not permitted in the building. If you suspect a problem or someone is acting suspicious, contact Management, report it to the door staff or call the police.

XXXI. STORAGE ROOM

One storage locker is assigned per unit. Each locker must be secured by a lock. The locker must be registered with Management; otherwise the contents will be removed. Nothing may be stored outside the locker. Flammable items such as oil-based paint may not be stored in the lockers.

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XXXII. VIOLATIONS

1. If anyone observes an action that he or she believes to be a violation of the Illinois Condominium Property Act (“Act”), Declaration, By-Laws or Rules and Regulations of the Elm at Clark, he or she may submit a written complaint. The person observing the action must be the one submitting the complaint. Unsigned forms will not be accepted. The “Violation Complaint – Witness Statement” (which is available from the Management Office, the doorman or may be downloaded from the Association’s website) must be presented to the Management Office. The doorman will not accept these forms. If possible and appropriate, provide photographs at the time the complaint form is submitted or within five (5) days after the alleged violation has occurred. If the photograph(s) does not bear an imprinted day and time, the photograph(s) should be dated on the reverse side of the photograph(s).
2. Verbal complaints are not covered by these procedures, are ordinarily dealt with immediately and do not result in formal actions. An individual may submit a written complaint subsequent to a verbal complaint.
3. Procedures for Hearing and Assessment of Fines:
 - a) When a written complaint has been made, the alleged violator will be notified in writing of the allegations of misconduct, and the date, time and place of a scheduled hearing on the allegations. The Notice of Alleged Violation Form is available in the Management Office or may be downloaded from the Association’s website. Generally, all hearings on violations will be scheduled during an executive session of the Board after the next regularly scheduled monthly Board meeting, unless the alleged misconduct is of a very serious nature, necessitating an immediate hearing.
 - b) If the scheduled hearing date is inconvenient for the unit owner, he/she must submit a written request for a continuance within five (5) days after receiving the notice of the hearing.
 - c) In the event that the alleged violation is not the first by the violator, or the violation is so serious that time is imperative or if the Board in its discretion so elects, the Board may turn the matter over to the Association’s attorney for immediate appropriate action. If the Board finds that the owner is liable for the violation, all legal expenses and costs incurred shall be assessed to the unit owner. All such legal expenses and cost shall be treated as that owner’s respective share of the common expenses and will become a lien against the unit.

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- d) If the Unit Owner charged with a violation believes that no violation occurred or that they have been falsely accused, the Unit Owner must proceed as follows.
- I. A hearing regarding the complaint shall be held before the Board.
 - II. The Board may hear and consider statements, evidence, and arguments regarding the violation from any person or persons having direct knowledge of the violation and then from the alleged violator and any other witnesses. Following the hearing, the Board will determine whether a violation has occurred and, if so, the appropriate penalty including fines. The decision shall be made by majority vote of the Board and shall be final and binding on the unit owner and the Association. If a Board member is in any way a party to the violation, the Board member must recuse him or herself from the vote.
 - III. If the unit owner does not appear at the scheduled hearing and does not request an alternative date within the five-day period stated above, the hearing will be considered waived and the allegations in the Notice shall be deemed admitted by default. The Board, in the absence of a denial of the allegations, will determine the appropriate penalty. The unit owner shall be notified by the Board of any such decision as if the hearing had taken place.
 - IV. Payment of any assessments, charges, costs or expenses made as a result of the violation shall be due 30 days after the Board has completed its determination. Notification of the decision will be contained in the "Notice of Determination" form which is available from the Management Office.
 - V. If a unit owner has been found liable of violating the Act, Declarations, By-Laws or Rules and Regulations, the following will occur:
 - A. First violation – At the discretion of the Board, the first violation may be considered a warning. In this event, should the misconduct continue, the Board retains the authority to assess a fine for the first misconduct. Alternatively, the Board, after hearing and weighing the evidence, may assess a fine or other penalty for the first violation. In reaching its decision, the Board may consider several factors, including but not limited to, the severity of the violation, the number of residents adversely impacted by the misconduct, whether the misconduct constituted a threat to the health and safety of other residents, and if committed by someone other than the unit owner or his/ her tenant, the extent of control the owner had or should have had over the violator's conduct. In addition, any legal expenses incurred by the Association and any actual damages repaired at the Association's expense shall be assessed to the unit owner.
 - B. Second Violation – If found liable of a second violation or a continuing violation of the same provision of the Act, Declaration, By-Laws or Rules and Regulations, the unit owner shall be assessed a fine as specified in the Standard Table of Fines set forth below.
 - C. If one is found liable of any violation (including first instances), the Notice of Determination shall also require the unit owner to pay the cost of repairs or the cost of correcting any unauthorized condition on the common elements, limited common elements, or unit, for which the unit owner has been found responsible. Costs also include any administrative and/or legal expenses and costs incurred by the Association as a result of the violation.
 - D. Any unit owner assessed fines, costs of damages, assessments, etc. must pay the imposed charges within thirty (30) days of notification that the charges are due. Failure

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to make payment on time will subject the unit owner to all remedies authorized by the Act, Declaration, By-Laws, and these Rules.

- E. Notices will be considered served as of the second business day following the date of mailing or dispatch by national air courier service (or as of any earlier date evidenced by a receipt from such national air courier service of the United States Postal Service) or immediately if personally delivered (or sent electronically or by facsimile).

- 4) The actions here are not exclusive, and the Board may, in addition, take any action provided by law or in equity, or under the Act, Declaration and By-Laws or these Rules and Regulations.

Standard Table of Fines

After the Board has made a determination that the provisions of the Act, Declaration, By-Laws, and/or these Rules and Regulations have been violated, the Board shall deliberate and determine, in its sole discretion, the appropriate penalty and/or action. This may include assessing fines based on the guidelines below, or immediately instigating appropriate legal proceedings as permitted under the Act, Declaration, By-Laws, Rules or Federal, State or Local law.

1. **First Violation** - A warning letter shall be sent to the unit owner who has been found in violation of any of the terms of the Act, Declaration, By-Laws or Rules by himself, herself or by his/her tenant, guest or family member. A copy of the warning letter, the Notice of Alleged Violation and the Notice of Determination shall be placed in the unit owner's permanent unit owner's File. In addition to or in the alternative, the Board may elect to assess a fine of at least \$100.00. In the case of a violation that the Board deems serious in nature, the Board will use the guidelines described in paragraph 6 below.
2. **Second Violation or Failure to Correct First Violation** - An additional fine of at least \$200 shall be charged to the unit owner's account and applied to his/her next or subsequent monthly assessment(s).
3. **Third or Subsequent Violation** - An additional fine of at least \$300 shall be charged to the unit owner's account and applied to his/her next or subsequent monthly assessment(s).
4. **Fourth Violation** - In this event, the Board may assess a fine of at least \$600 and/or institute appropriate legal action against the offender and the unit owner(s). If the violator is a tenant, or guest, the Board may seek to terminate the tenant's or guest's rights to occupy the unit through the appropriate legal action or proceeding as provided by Section 18(n) of the ICPA.
5. **Continuing Violation** - For violations of a continuing nature, the unit owner may be fined an additional and continuing fine of at least \$10 per day until the violation ceases and the Board has confirmed the owner's compliance. The accumulated amounts shall be applied to the unit owner's monthly assessments and deemed part of that unit's respective share of the common expenses.
6. **Serious Violation** - The Board reserves the right to forego the warning letter or other listed fines when the violation is, in the sole discretion of the Board, serious enough to warrant a particular action. For a serious violation, the Board may, in the sole discretion of the Board, and after notice and an opportunity to be heard and defend against the charges, assess a fine appropriate to the seriousness of the misconduct. Said fine may exceed \$1000. In certain very serious circumstances the Board may institute immediate legal action against the offending owner, guest, family member or tenant. In these circumstances the Board will not send a warning letter.

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XXXIII. WASHERS AND DRYERS

Owners must check with the Management Office to ascertain whether or not a washer and dryer can be installed in their unit. There is a limit for each tier of the building, and if that limit has been reached, no additional washers or dryers can be installed. **Installation requirements for washers/dryers can be found in the Association's construction rules.**

XXXIV. SEPARABILITY

Should any part or provision of these Rules and Regulations be rendered invalid by reason of an action of law, such invalidations of any part or provision of these Rules and Regulations shall not invalidate the remaining parts or provisions thereof, and they shall remain in full force and effect.

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APPENDIX A

SECTION 3(B) OF THE DECLARATION

3(b) Subdivision. Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Appendix A (see Declaration for Appendix A). Unit Owners may, at their expense, subdivide or combine units and locate or relocate common elements affected or required thereby, subject to the following: the Unit Owner must make a written application to the Board which (i) requests an amendment to the Condominium Instruments; (ii) sets forth the proposed reallocation to the new units of the percentage interest in the Common Elements; (iii) sets forth whether the Limited Common Elements, if any, previously assigned to the affected Unit(s) shall be reassigned. The subdivision or combination must be approved by a majority of the Board and will be effective only upon recording of an appropriate amendment to the Condominium Instruments and execution of appropriate documentation by the Unit Owner(s) involved. The requesting Unit Owner(s) shall pay, whether or not the subdivision or combination is approved, all costs of the Association and Board in connection therewith, including, but not limited to, attorney's fees, survey costs and recording charges.

SECTION 3(g)(5) OF THE DECLARATION

3(g)(5) Pets No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs, cats and birds, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet other than dogs, cats or birds, by type or category, provided that no pets are kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in his or her Unit, including without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

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