

- 11** *the Unit Owner to the Management Office no less than 10 days prior to the occupancy by tenant. No lessee may move into any Unit until such time as the Management Office has been supplied a copy of the lease. The Association may prohibit a tenant from 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. No lease may be entered into by a prior lessee of this building who has been either previously evicted or subject to eviction proceedings. All attorney fees and court costs are the Unit Owner's responsibility.*
  4. *In making any lease, the Unit Owner is not relieved of any obligations, under the Declaration, By-Laws or Rules.*
  5. *No portion of a Unit that is less than the entire Unit may be leased.*
  6. *No lease, assignment of lease, or sublease of any Unit may be for hotel or transient purposes or for a term of less than 12 months, except as specifically provided in the Declaration.*
  7. *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).*
  8. *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. *Credit check*
      - iii. *Resident information form*
      - iv. *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:*
      - v. *Phone numbers at home and office*
      - vi. *Names, phone numbers and addresses of contacts in case of emergency.*
      - vii. *Names of individuals residing in the Unit(s).*
      - viii. *Notification of any disability requiring special assistance in the event of any emergency situation.*
      - ix. *Completed car information is required by the Management Office.*
      - x. *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. (See SCHEDULE OF FINES AND FEES).*
    - f. *The board may lease any units that are purchased by the board or obtained through foreclosure or similar proceeding.*

*Unit owners are responsible for distribution of and their tenants' compliance with these rules.*

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## **S-42 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.*

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### **S-43 LOBBY**

1. *The main lobby is intended to provide an attractive entry for residents and guests to the Condominium.*
2. *Storage of Unit Owner's personal belongings (even for transient purposes) is not permitted.*
3. *Bicycles, in-line and roller skates, large toys, commercial style grocery carts and pets are not permitted in the lobby.*
4. *Persons in swim attire, barefoot or otherwise inappropriately attired are also not permitted.*
5. *The Chestnut Street dock entrance and service elevators are available for those in such attire or with bicycles, commercial style grocery carts or pets.*
6. *Residents may not unload more items in the Chestnut Street entrance than they can comfortably carry to their Units through the main entrance to the building. Items because of their size or quantity that require use of the dollies, should enter through the Chestnut Street dock to the unit via the service elevator.*
7. *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.*
8. *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.*

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### **S-44 LUGGAGE/GROCERY CARTS**

*Luggage carts are available from the doorman and smaller carts suitable for groceries or small packages are available from both the doorman and the garage cashier. Residents must return them to their respective stations immediately after use. Carts must never 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.*

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### **S-45 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. If Residents plan to be away for an extended period of time they must contact the post office for special arrangements.

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### **S-46 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 8:00 a.m. and 6:00 p.m., Monday through Friday unless otherwise scheduled through the Management Office.
3. When maintenance services are required, a resident must call and make arrangements for those services through the Maintenance Office. The Management Office can be contacted from the hours of 9:00 a.m. through 6:00 p.m. Monday through Thursday and 9:00a.m. through 5:00 p.m. on Friday. (Subject to change). If the Management Office is closed leave a day time phone number where you can be reached in the event the Management Office needed 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.

**FOR EMERGENCIES CALL THE DOORMAN AVAILABLE 24 HOURS: 649-0316 OR 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. 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. See attached Exhibit I for the details and charges.
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. Abuse of this service will also be monitored by the Management Office. If it is determined that the Unit Owner has been abusing this maintenance service, the service will no longer be available to the Unit Owner.

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**S-47 MANAGEMENT OFFICE**

The Management Office is located on the 10th 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.

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 (Don Barns).....	312-664-1189 or 312-664-1198

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**S-48 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 times 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 is an administrative fee, move-in/move-out fee, and refundable damage deposit 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. Unit owners are responsible for any damage to common areas caused by themselves, their movers or their tenants when moving into or out of the building. Charges will be assessed to the unit owner for such repairs.*

*To minimize inconvenience to other residents, the following applies to all moves in and out of the building:*

1. *Prior to the move, the Owner and Building representative must complete an inspection of the area affected. If the follow-up inspection after the move is completed and reveals no damage resulting from the move, the deposit will be returned within one week of the move. 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 Association is not limited in its right to assess and collect additional cost in full.*
2. *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 Administrative Fee**

*There is a move-in administrative fee (see SCHEDULE OF FINES AND FEES)for sales. This fee is due prior to the closing of the sale (before the buyer takes possession of the unit). If the Management office does not have the move-in administrative fee prior to the closing of the sale, the required Paid Assessment Letter will state that there is a balance due in the amount of the current move-in administrative fee on the account.*

*The amount of the move-in administrative fee is noted in the Sales/Lease packet as well as the "SCHEDULE OF FINES AND FEES" of the Rules and Regulations. This rule is subject to the fee noted in the Sales/Lease packet; and is subject to change per the Board's directions.*

*The move-in administrative fee is waived if a current resident is moving to another unit within the building.*

#### **Elevator Deposit**

*A security deposit (see SCHEDULE OF FINES AND FEES) is due prior to the renter or owner moving in or moving out of the unit. The security deposit is returned if there are no damages to the common areas due to the move. If there is damage in excess of the 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.*

*Reservations for the freight elevator will not be accepted unless the required fees and deposits are paid to the Association before the move.*

*The elevator deposit fee is noted in the Sales/Lease packet and the "SCHEDULE OF FINES AND FEES" of the Rules and Regulations. This rule is subject to the fee noted in the Sales/Lease packet; and is subject to change per the board's directions.*

*Unpaid Move-in Administrative fees or Deposits or unpaid charges for damages will be assessed to the unit's assessment account if not paid within the prescribed time. Any unpaid balances are subject to the Rules for Late Fee and Collections for monthly Assessments.*

#### **Move-In/Move-Out Fee**

*The move-in/move-out fee is due prior to scheduling the use of the freight elevator. This is a non-refundable fee that is assessed to both renters and owners.*

*The amount of the move-in/ move-out fee is noted in the Sales/Lease packet as well as the "SCHEDULE OF FINES AND FEES" of the Rules and Regulations. This rule is subject to the fee noted in the Sales/Lease packet; and is subject to change per the Board's directions.*

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### **S-49 NOISE/NUISANCES**

- 1. No obnoxious or offensive activity shall be carried on in any unit or in any common elements, 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, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Association, an 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, especially between 11:00 p.m. and 8:00 a.m.*
- 4. Tobacco smoke & 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.*

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### **S-50 PLUMBING**

*Effective March 01, 2000, it will be the policy of the Association to assume the responsibility for the maintaining and for the repair of any plumbing and damages caused by any plumbing in the building except*

for the plumbing that is inside an owners unit (interior wall inward into the unit in the owners responsibility). Any plumbing that services only one unit will only be covered under this policy after one year of service after replacement of such plumbing. The Association will not assume the responsibility if the damage is caused due to acts of neglect of the unit owner or resident.

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. This responsibility shall extend up to the joining of the system with the common element building mains.

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## **S-51 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 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.*

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## **S-52 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 a household pet, 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 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 (Modified September 27, 2005)*

*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 "Garbage" for special rules regarding used kitty litter). City of Chicago ordinances require pet owners to clean up after their pets and properly dispose of their droppings.*

- 1. At no time shall pets be in the front lobby area of the building.*
- 2. Any Unit Owner's pet 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 immediately issued a fine.*
- 3. The housing of pets not described above is prohibited.*
- 4. No pet weighing more than thirty (30) pounds, at maturity, may be kept in any unit or in the Common Elements at anytime provided, however, that subject to the other provisions of the Declaration and the Rules of the Association, a resident may keep an otherwise permitted pet weighing more than 30 pounds only if that pet (a) is owned by such resident prior to July 31, 1998, (b) was regularly kept in such resident's unit prior to July 31, 1998, and (c) was registered with the Association prior to July 31, 1998.*
- 5. The Board will reasonably accommodate requests for exemption from these Rules for handicapped or disabled residents.*
- 6. The service elevator must be used for transporting all pets accept 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 an immediate fine. Owners are responsible for violations of these rules by their tenants or employees.*
- 7. 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.*

8. *No more than 2 cats, or 2 birds, or 2 hamsters or 2 gerbils or 1 dog are permitted to be housed in a unit by a resident, provided, however, that subject to the other provisions of the Declaration and the Rules of the Association, a resident may keep, but not replace, a third cat, bird, hamster, a gerbil or dog otherwise permitted by these Rules, only if that pet (a) was owned by such resident prior to July 31, 1998, (b) was regularly kept in such resident's unit prior to July 31, 1998 and (c) was registered with the Association prior to July 31, 1998.*
  9. *Pets belonging to a non-resident or an owner who does not occupy a unit (i.e., the unit is rented or occupied by individuals other than the owner) may not be brought into the building. An owner or renter who uses the unit on a part time basis is allowed to house his or her permitted pet, however, the pet must be register with the Management Office and registration fee (see SCHEDULE OF FINES AND FEES) must be paid annually (even if the pet does not always accompany the owner or renter when they stay in the unit). (Modified 9/27/05)*
  10. *Permitted 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. *Permitted pets shall not be curbed on exterior building walls, steps, shrubbery, flowers, small trees or lawn areas which are part of the common areas.*
  12. *At all times during which the permitted pet is in the common areas the pet's owner or keeper must carry means of waste disposal and must immediately clean up after the pet's waste or soilage and must properly disposed of.*
  13. *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, and shall be assessed the cost thereof. Failure to so report the staining or pay for the damage shall constitute a violation of the rule. A lien for nonpayment of such assessment will be placed against the owner of the unit in which the permitted pet resides if payment is not made within thirty days of the date of the assessment.*
  14. *Permitted pets shall not create a nuisance to other residents by continuous and repeated barking, whining, crying or other disturbance. In the case of such disturbance, the permitted pet's owner will be notified by Management of the complaint by the resident and will be given an opportunity to correct the problem. If the disturbance continues unabated thereafter it shall constitute a nuisance and a violation of this rule and may cause the Board to require immediate removal of the pet from the unit. After exhausting the procedures in "Noise and Nuisances", any pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from a Unit upon three days written notice from the Board of Directors to the Resident. The decision of the Board of Directors will be final.*
  15. *Every permitted pet's owner shall assume full responsibility for any personal injury and or any property damage caused by his/her permitted pet to any part 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.*
  16. *Failure to register and pay the annual 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. If a new dog was registered and the fee paid in September or later, the pet owner does not have to register or pay the annual fee for the ensuing year. (See SCHEDULE OF FINES AND FEES)*
  17. *Violations of one or more of the foregoing rules should be reported immediately to the Management Office by owners, residents or staff (including doormen). The Management Office shall comply with the due process requirements set forth in the condominium enforcement of rules and regulations.*
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## **S-53 RECEIVING ROOM**

### **PACKAGE RECEIVING AND STORAGE**

All items left with the doormen are logged in with specific information in a tracking book. A daily list of packages for resident pick up is posted in the each of the resident mailrooms on the ground floor. Residents must sign for packages upon retrieving them from the doormen. The doormen will not release packages unless the resident signs for the receipt of the package.

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 SCHEDULE OF FINES AND FEES) for items left in the package receiving room or cabinets after 60 days.**

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.

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#### **S-54 RECYCLING**

Recycling of certain refuse is required by the City of Chicago. The City's requirements change periodically. Recycling is located in the loading dock with guidelines posted by the containers.

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#### **S-55 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.

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#### **S-56 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

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#### **S-57 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 without the prior consent of all unit owners on the respective floor. No storage items (boots, toys, bicycles or other objects) are permitted in the residential hallways or stairways. Owners' and Residents' should dress appropriately when in the common areas of the building. For your information, City of Chicago Building and Fire ordinances prohibit placement of any furniture, floor mats, boots trays or other similar items on any residential hallways.*

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#### **S-58 ROLLER BLADES**

*Roller blades 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.*

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#### **S-59 SALE OF UNITS**

*The sale of a unit is subject to the requirements of Article 22 of the Declaration. It is the responsibility of the Unit Owner to inform their real estate agents that the Common Elements, including the outer and inner lobbies, may not be used as a reception or waiting room or as a place to do paperwork.*

*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 unit all required information has been provided by the buyer.*
- 4. No signs advertising Units for sale shall be posted in any indoor or outdoor area.*

*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.*

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## **S-60 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*
- 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 or copy.

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## **S-61 SKATES & SKATEBOARDS**

*Skates and Skate Boards are not allowed to be worn or used in any common areas of the property including but not limited to, the corridors, lobbies, pool deck, fitness center, vending room or laundry room.*

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## **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. The Association supplies, tests and maintains smoke detectors in the Common Areas.*

*Any Resident and/or 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 resident is out of town and the smoke alarm is defective, tampered with or disconnected. Management will change the battery or replace the smoke alarm, without risk of liability for this action: that is neither the 111 East Chestnut Condominium Association, it's managing agents or employees may be held responsible should the said 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.*



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

*Smoking of cigarettes, cigars and pipes is not permitted in any common areas of the building, including the outer and inner lobbies, elevator foyers, service elevators, pool and BBQ decks. 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.*
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### **S-64 SOLICITATION**

*No solicitation by residents or any one else including vendors etc., shall occur in the building (with exception of 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-*

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### **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 can not beheld liable for any damage or loss of items stored in any common area lockers. Aside from bike storage in the bike room of the garage, no other common areas may be used for storage.*

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

*All roof decks are open daily with hours from 6:00 a.m. to 12:00 a.m., unless weather prohibits use or there is scheduled or unscheduled maintenance required. Access to the northwest and to the southwest decks shall be posted. The pool is accessible from the 10<sup>th</sup> floor entry door directly south of the Fitness Center. All decks require an activated key fob for entrance.*

*These facilities are for the use of all interested building owners, residents and their guests. 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 regarding use of the decks, sharing or tables, chairs and grills. 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 ten people must be approved by the Management Office. Forms seeking this approval are available in the Management Office. Notification of such parties should be submitted at least three days prior to the event. The pool may not be reserved for exclusive use. Groups should contain their activities to one location on the BBQ deck allowing other residents and guests freedom to use the deck as well.*

*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. For safety and sanitary reasons, pets are not allowed on any decks.*
- 5. Food transported to and from the BBQ decks must be placed in covered containers to prevent spillage and odors*
- 6. Glass objects are not permitted on the pool deck or Northwest sun deck.*

7. *Baby diapers may not be changed on the decks. Soiled diapers may not be disposed of in the deck receptacles.*
8. *Adults and children must wear appropriate attire including cover-ups and shoes when traveling on the elevators and through the corridors to reach the decks.*

*The additional following rules apply to the swimming pool deck:*

1. *Users of the swimming pool are subject to state and Local Regulations as posted on the swimming pool deck.*
  2. *Swimmers may not swim alone.*
  3. *Swimmers swim at their own risk.*
  4. *Children under the age of 12 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.*
- ***SMOKING IS PROHIBITED ON ALL DECKS***
  - ***FIREWORKS ARE PROHIBITED AT ALL TIMES***
  - ***NOTHING MAY BE THROWN FROM THE ROOF DECKS TO THE STREET OR GROUND BELOW***
  - ***OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS, INVITEES AND RENTERS AND ARE SUBJECT TO FINE FOR THEIR INFRACTIONS OF RULES.***
  - ***VIOLATIONS SHOULD BE REPORTED TO MANAGEMENT, BUILDING ENGINEER, OR MAINTENANCE MAN ON DUTY. VIOLATIONS MAY NECESSITATE CLOSING THE POOL.***
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## **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 which restrict the flow of air into the Unit from the corridor are not permitted.*

*Alteration 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. Any proposed changes to the ventilation system in your Unit must have the prior approval of the Board of Directors.*

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## **S-68 WASTE DISPOSAL**

*The Garbage Chute should be used only between the hours of 7:00 a.m. and 11:00 p.m. Garbage Chute rooms should be kept neat at all times.*

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 residents' responsibility and not that of the building staff. Should removal require additional expense, that expense will be born by the resident.*
2. *All refuse must be placed in plastic or paper bags that should be tied before being discarded in the garbage chutes. Small boxes should be discarded in the chute. When placing material in the chute, make certain it is pushed down before closing the door. No loose ashes, granular or dusty materials (e.g. vacuum cleaner bags, kitty litter etc.) should be disposed of in the trash chute. The materials must be securely bagged or wrapped before placing in the chute.*
3. *Recycling containers are located in the loading dock.*

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. Removal will be made by the maintenance staff.*
  4. *Garbage disposal units are not the primary means of food waste disposal. Food should be securely wrapped, bagged and placed in the garbage chute. Celery and coffee grounds should never be put through the disposal units. Never use "Draino" or other similar products to clear garbage disposal.*
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## **S-69 WATER EMERGENCIES**

1. *If a resident at anytime 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, which may be another Unit Owner or the Association.*
  3. *If the source of any water damage is considered the Unit Owner's responsibility (according to the Declaration), all damage caused by the water is the financial responsibility of the Unit Owner. The respective Unit Owner is also responsible for the cost finding and repairing the source of the water damage, including the fees of any outside professionals hired by Management. Unit owners are encouraged to resolve any problems with other Unit Owners involved and their respective insurance companies. Neither the Board nor the Management can facilitate the settling of claims or disputes between Unit Owners. Unit Owners should report such problem to their homeowner's insurance company. Unit Owners considered responsible for damages to any common element or any other Unit will be considered financially responsible for the costs and repairs regardless of any insurance company's position on the matter.*
  5. *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.*
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## **S-70 WATER FURNITURE**

1. *Water furniture is any bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state.*
  2. *Unit owners and occupants may use water furniture provided, however, that all water furniture or aquariums currently in use shall be registered in the Management Office. New water furniture and aquariums may not be installed without prior registration and written consent of Management.*
  3. *Aquariums 50 gallons or over are not permitted.*
  4. *Unit owners and occupants who use water furniture or aquariums shall be responsible for damage to the common elements or to other units.*
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## **S-71 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.*

6. *Whereas the windows/screens are not the property of the unit owners, but are a limited common element of the Association, therefore, effective March 01, 2000 it is the policy of the Association that the Association will assume the responsibility for the repair or replacement of the windows/screens except for damage 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.*
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## **S-72 WINDOW WASHING**

Unit owners are responsible for washing the inside of Unit windows. The maintenance staff maintains the windows of the common areas and takes particular pride in the cleanliness of windows and doors. The exterior of all windows are washed 4 times per year. Exterior window screens are not removed, therefore are not part of the exterior window washing by the Association. Residents/Owners are responsible to clean these windows themselves