

## 1169 SOUTH PLYMOUTH COURT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

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#### I.INTRODUCTION

Welcome to 1169 South Plymouth Court. This condominium is owned and operated by the people who live here. Living in a condominium—whether you are an owner or a renter—requires a greater cooperative effort than is customary in an apartment or a house. Here we all share in planning for and operating the building, and we try to be considerate of our neighbors. If we do our job well, the building will be more comfortable to live in and will be run more smoothly and efficiently, and the value of our property will increase.

One step in this direction are these Rules and Regulations. They describe many of the mutual obligations and responsibilities of owners and renters. Other basic rules are set forth in the Declaration of Condominium Ownership and By-Laws you received when you purchased your unit. These documents provide that the Board of Directors of the Condominium may adopt reasonable rules and regulations to maintain the building and to promote the health, comfort, safety, and general welfare of the residents. The letter and spirit of these rules are intended to further these ends. Any disputes over their interpretation will be decided by the Board.

Your cooperation in promoting these rules will help everyone enjoy living at 1169 and make our building one of the most desirable in the South Loop. Please feel free to suggest additions or revisions.

The 1169 S.P.C.C.A. Board of Directors

#### II. ORGANIZATIONAL STRUCTURE OF THE 1169 CONDOMINIUM

#### **Board of Directors:**

Five members, elected for two-year terms by 1169 owners. The Board approves all expenditures of money and makes necessary decisions to carry on the business, management, and legal affairs of the Condominium.

#### **Management:**

Hired by the Board of Directors on contract. The management company is directly responsible to the Board.

#### Rules and Regulations Committee:

An ongoing committee which relates to Management and to the Board of Directors for rules and regulations compatible with the By-Laws of the Condominium defining the mutual obligations and responsibilities of owners and renters.

#### **Building and Grounds Committee:**

An ongoing committee which relates to Management and the Board of Directors and has particular oversight of maintenance of the 1169 building and grounds. The Committee makes recommendations to the Board regarding matters involving maintenance, improvements, and capital expenditures.

#### **Finance Committee:**

An ongoing committee which attends to the financial status of the Condominium on a monthto month basis, and has special responsibility for recommending the annual budget. The committee plans reserve funds for expenditures over and above budgeted items, to allow for future replacements and upkeep of the Condominium, and supervises the investment of reserve funds to ensure maximum growth.

#### **Social Committee:**

An ongoing committee which is responsible for furthering a sense of community within the Condominium by planning programs of general interest to residents.

All members of the Board of Directors and these committees are volunteers. Interested and qualified volunteers are welcome on all committees.

#### III. RULES AND REGULATIONS

#### ADVERTISING MATERIALS

Brochures or other literature which advertises commercial, charitable, or political enterprises may be placed in the mail room. It should not be distributed to individual units.

#### ALTERATIONS/REMODELING/REHAB (Adopted April 18, 2018)

A .The purpose of this Rule is to preserve the integrity, safety and good appearance of the exterior and common elements of the building and provide general details for owners, tenants and contractors with respect to making changes to or in the building. Residents may not make additions, alterations, or improvements to any part of the common elements. They may not make or contract for any alterations to the structure of their units without the prior written consent of the Board of Directors. Such alterations include breaking through any wall or altering plumbing or electrical wiring.

- B. Residents may make decorative changes to their units that do not involve breaking through any wall or ceiling or altering plumbing or electrical wiring. They are required to comply with the items listed in Section D (below). Decorative changes to limited common elements must conform to the Association Bylaws.
- C. Residents wishing to make structural changes and/or changes to plumbing or electrical wiring to their units or limited common elements are required to submit, to the Board, a "Remodeling Request Form". If structural changes involve load bearing walls or affect plumbing or electrical systems <a href="outside">outside</a> of the individual unit this Form with signatures must be submitted to the full Board for review and approval at least 3 full business days prior to the next scheduled Board Meeting. Upon receipt, review, discussion and approval by the Board, construction may start, subject to the items listed in Section D (below).
- D. If changes involve breaking into non-load bearing walls or altering electrical or plumbing within the individual unit that do not have the potential to affect other units, owners must submit this Form with signatures at least 3 full business days prior to start of construction for expedited review. Requirements for Owners/Residents/Workers
  - Alterations/Remodeling Request form must be submitted with signatures of unit owner and the contractor with contractor insurance documents. Approval is required prior to start of construction involving structural changes to any walls, electrical or plumbing.
  - Owners must be sure workmen have provided contact information including a cell
    phone number to the Building Engineer prior to the start of work to be updated if
    conditions change.

- The owner is responsible for work being done by qualified personnel with appropriate insurance and safeguards.
- Parking is NOT allowed in the circle drive at the south end of the building. The drive is for the use of emergency vehicles and for drop-off and pick-up of owners and their guests. However, vehicles used by those doing construction within the building may be parked on the south end of the circle drive, if space is available prior to 1 lam during weekdays. A Contractors Parking Pass issued by the Building Engineer, for a specific weekday, must be visible on the dashboard of the vehicle while on the drive. Vehicles should be removed to street parking.
- Workers may only work/ remodel on weekdays and may not start before 8:00AM and must end no later than 5:00PM. Special consideration may be given in the event of emergency repairs with health or safety concerns.
- Security and safety require that exterior and interior doors (including doors to individual units) may not be left open or ajar without a worker at the door.
- Delivery of all items being installed or being used in construction should be made through the
  garage. Use of the elevators, to move building materials or equipment, must be arranged with
  the Building Engineer. The elevator will be padded to assist in preventing damage to supplies
  as well as to our building. No materials, tools, appliances or other items used for construction
  may be brought into the building through the front door without the building staff being
  present to supervise.
- Any need for interruption of water or power must be addressed with the Building Engineer to
  arrange for water to be temporarily interrupted with notification to the affected units and/or to
  allow awareness of loss of power or water that may affect the safety of the building and its
  residents. No less than 48 hours' notice is required prior to any planned shut off of water or
  power. Only the Building Engineer is allowed to interrupt water or electric supply outside of
  units.
- Carts may be available for use by contractors. All carts are to be returned to their area in clean and working condition. Any damage must be reported to the Building Engineer (or the Property Manager) immediately. Construction, Alteration or Installation debris MAY NOT be placed in the building dumpster or anywhere on site. It is recommended that Purchase Orders and Construction Agreements specify that the vendor will remove all debris from the building site. It is the responsibility of the Owner/Resident to ascertain that the contractor/workmen have removed all cast off appliances, fixtures, supplies, debris, carpet/padding etc. from the building (including the elevators, hallways, lobby, garage etc). Owners will be fined and also charged for any additional expense in removing materials left

on site. Common areas used by the vendors must be "broom clean" to prevent damage to the building.

- Owners/Residents and their contractors/workers are responsible for any damage to the building or property of others. Any damage must be reported to the Building Engineer as soon as possible and no later than the next day. In the event that there is a damage or other loss, and the repair or replacement is not addressed, the owner will be charged for the damage or repair.
- Residents may not make additions, alterations, or improvements to any part of the common
  elements or to the structure of their units without the prior written consent of the Board of
  Directors. Such alterations include breaking through walls or altering plumbing or electrical
  wiring. Work must be done by a qualified personnel with appropriate insurance and
  safeguards.

#### **ANTENNAS**

The installation of aerials or antennas of any kind outside the units is prohibited.

#### **BICYCLES AND OTHER RECREATIONAL EQUIPMENT**

Riding bicycles and other recreational equipment such as skateboards and rollerblades in the building is prohibited. Bicycles should be stored in the bicycle rooms located in the garage, or in the resident's unit or storage locker. The Association is not responsible for theft or vandalism of bicycles.

#### **BULLETIN BOARDS**

Bulletin boards in the laundry room are intended for the use of residents. Notices of a controversial or offensive nature may be removed by the Board of Directors. The bulletin boards in the mail room and in the elevators are for Board and Management announcements only.

#### **BUSINESS USE OF PROPERTY**

See Section 6.01 of the Declarations and By-Laws.

#### **COMMON AREAS**

Common areas of the building, such as stairs, stairwells, halls, elevators, and lobbies, are to be used only for the purpose intended. Personal property (such as bicycles, toys, chairs, baby carriages, cartons, and other material or equipment) may not be left in such areas, and there should be no playing or loitering in these areas. The use of bicycles, roller skates, or skateboards in the common areas is prohibited.

Residents may not sweep or throw dirt, water or trash from units into common areas, or shake mops, cloths, rugs or brooms from unit windows or in common areas.

Exterior doors of units should be kept clean and must be kept closed at all times for security reasons and to comply with city fire codes. No signs may be placed on or near unit doors, or on walls, floors, or ceilings in common areas.

No provision in these rules is meant to exclude reasonable accommodations for guests or seasonal decorations.

#### **COMMON ELEMENTS**

Common elements are defined in Article 3 of the *Condominium Declarations and By-Laws* to include all portions of the property (including the Limited Common Elements) except units.

#### **COMPLAINTS**

If a resident does not wish to complain directly to another resident about a rules violation, the complaint may be directed anonymously to the Management Office. Management will pass the anonymous complaint to the appropriate resident with a note to the Board of Directors.

#### **DEFINITION OF RESIDENT**

For purposes of economy of language in these rules, "resident is meant to include an owner of a unit or a renter thereof, any children of the household, other family members and guests, and household help.

#### **DELINQUENCY**

See Section V: Policy and Procedures for Delinquent Payments.

#### **FLOOR COVERING**

To inhibit the travel of sound throughout the building, the By-Laws provide that floor areas (except kitchen and bathroom) should be covered by carpeting. If they are not, they must have an underlayment of 1/4-inch cork beneath 2-inch plywood subflooring.

#### FOR SALE SIGNS

Residents may not post For Sale or For Rent signs or similar advertising on any part of the property. Bulletin boards in the laundry room may be used for this information.

#### **GARAGE OR HOUSE SALES**

Garage or house sales of furniture or personal belongings, to which the public is invited, are not permitted without prior approval of the Board of Directors.

#### GARAGE SPACES (Adopted April 19, 2018)

Parking spaces in the garage are available for lease by **Owners and** residents of units in the building, provided that the <u>Owner/resident</u>; (1) makes personal use of the parking space, (2) complies with rules and regulations of the Association, and (3) is not delinquent in payments owed to the Association. Delinquency in charges due the Association may result in loss of a space and/or demotion in the garage space priority list.

No space may be sublet under any condition. An available space is offered first to existing

parking space lessees who wish to relocate their space and have entered their name on a list in the Management Office, in order of their application date, second to those on this list who have "passed" on a previously-offered spot, in order of their pass date, and finally to those on this list with no space nor pass date.

Cars may not be parked anywhere in the garage except within the lines of the assigned spaces. No goods or materials may be stored on the floor within the spaces. The Garage Spaces are for parking of motor vehicles only.

The Association is not liable for damage to or theft of or from automobiles or their contents, or for injury.

See Section VI: Parking Regulations and Section VII: Sample Parking Lease for more detailed information on this topic.

#### INSURANCE

#### UNIT OWNER RESPONSIBILITY

- 1. <u>MANDATORY INSURANCE</u>: In order to protect homeowners from damage caused to their units by another homeowner, all unit owners and/or their tenants, if applicable, shall comply with the Illinois Condominium Property Act, Section 12, Insurance, which authorizes the Board of Directors to require the following:
  - a) All unit owners and/or their tenants, if applicable, shall provide management with proof of personal liability insurance in the amount of at least \$200,000.
  - b) All Unit-to-Unit damage claims shall be disputed and handled between Unit Owners and their respective insurance companies and/or legal counsel. If the Unit Owner who is responsible for damages does not have any current insurance policy with coverage as described above, the Association will pay for the repairs to the Common Elements and charge back said Unit Owner for all costs involved. Subject to notice and an opportunity for a hearing, a violation fine of \$100.00 will be assessed against said Unit Owner for his/her failure to carry proper insurance. In the event a Unit Owner does not purchase and provide evidence of insurance required by this rule within thirty (30) days from the adoption of this rule, the Board may, in its sole discretion, purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event shall the Board be liable to any person either with regard to its decision not to purchase the Unit Owner insurance, or with regard to the timing of its purchase of the insurance or amounts or types of coverage obtained.
  - c) Failure by a unit owner to provide the required proof of insurance or any renewal thereof after policy expiration shall result in a fine of \$100.00.

Adopted 8/18/05 Effective 10/18/05

#### **KEYS**

If you are locked out of the building or your unit and do not have your keys, call the

Management Office or the building engineer. Keys that residents have left on file with the office may be issued between 7 a.m. and 10 p.m. There is no charge if a maintenance staff person is on duty, but there will be a fee charged to your unit if one must be called in. Residents are cautioned not to lend unit keys to household help, painter, repairmen, and the like. Keys to the building itself (Medeco Keys) should never be lent out. For anticipated deliveries when you will not be home, arrange with the Management Office, or with a neighbor. Security is a common problem and is everyone's business.'

#### LAUNDRY ROOM

The laundry room is for the use of residents only, seven days a week. Residents are encouraged to use the laundry facilities between 9 a.m. and 9 p.m., and to keep their noise level down at all other times so as not to disturb their neighbors. Children younger than 12 years old are not permitted in the laundry room unsupervised.

Machines may not be "reserved" and clothes should be promptly removed at the end of a wash cycle. Lint and other debris should be placed in the containers provided. Tables and machines should be left clean, washer lids should be left open, dryer doors should be closed, and lights in the room should be turned off when it is empty. If a machine is not working properly, place an Out of Order sign on it and report the number of the machine to the Management Office or maintenance immediately. Money lost in machines should also be reported to the Management Office or maintenance. Machines may not be used for dyeing clothes.

#### LIMITED COMMON ELEMENTS

Limited common elements are part of the common elements but exclusively serve a single unit or adjoining units, such as balconies, patios, terraces, enclosed yards, and such portions of the perimeter walls, floors, ceilings, doors, vestibules, windows, entryways, fixtures and structures as lie outside the unit boundaries. Limited common elements are the responsibility of the resident whose unit they are part of, including decorating, maintenance, repair and replacement. The Board of Directors may also decide to perform such activities and to assess the owner involved for all or part of the cost. Prior approval from the Board is required for any structural, electrical, or plumbing changes affecting the limited common elements, and for any decorating that is attached to the building.

#### **LOCKERS**

No explosive or flammable material such as paint, paint thinner, aerosol cans, charcoal starter, cleaning fluids, rags, gasoline, ammunition, and liquor, may be stored in lockers. Violations observed should be reported to the Management Office. The Association is not responsible for the contents of lockers damaged by fire, flood or loss due to theft.

#### MASK RULE

Consistent with Section 18.4(a) of the Illinois Condominium Act, the Board of Directors has the authority to adopt a rule and mandate the use of facemasks while in the common elements. Everyone over the age of two (2) who are able to medically tolerate a face-covering or a mask, must wear a face mask or face covering when in the common areas of the building. This includes the lobby, corridors, elevators, laundry room, garage and all areas deemed to be interior common areas in accordance with the Association's declaration. Masks in exterior common areas when you cannot socially distance is strongly encouraged. The mask should

cover the mouth and nose when being worn. Failure to comply with this mandate may result in notice of violations and possibly fines. The goal to elicit compliance is to ensure the safety of all residents and staff. The first violation of the policy would result in a written reprimand. All reoccurring violations will result in a fine of \$250.00 after the second violation and \$500.00 for each subsequent violation." This rule will remain in effect until further Board review.

#### **MOTORCYCLES**

Motorcycles may be parked only in a parking space in the garage area and are prohibited in common areas, residents= units, storage lockers, and bicycle rooms.

#### **MOVING AND LARGE DELIVERIES**

Residents moving in or out of the building, or receiving large deliveries of furniture or other objects, are encouraged to access through the garage. A time must be scheduled through the Management Office and an elevator blanket requested and in place before the move is made. Security will be notified by the Management Office to monitor the open access during the move or delivery. See Section VIII: Moving Rules for detailed information on this topic.

Residents receiving or removing large items (e.g. furniture) shall access the building through the garage. If on the first floor, you may use your patio door. In that event, the rest of the rules for elevator access shall not apply. A date must be scheduled through the Management Office and an elevator blanket requested and in place before the large item move is made. Security will be notified by management to monitor the open access during delivery or removal, if required. If an item is too large to be moved through the garage, the building engineer, in his discretion, may allow that item to be moved through the front door. See Rules and Regulations Section VIII, Moving Rules for detailed information on the topic of actual moving in or out the building of unit contents in the event of a sale or rental of a unit (Adopted June 20, 2019).

#### **NEGLIGENCE OF RESIDENT**

If damage results to a common element or to a resident's unit from the negligent act or omission of a resident, the owner responsible for that negligence shall be responsible for such repairs, replacement, or maintenance as are determined to be required by the Board of Directors. Such damage includes that incurred during moving in or out of the building. If the resident fails to make such repairs within a reasonable amount of time, the Association shall have the right to enter said unit and have the repairs completed, passing the cost onto the responsible party.

#### **NOISE**

Although the building is well constructed, it is not soundproof. Sounds travel through walls and through the vent system. Consideration for you neighbors is essential. No resident may play a radio, T.V., stereo equipment, or a musical instrument at a sound level that may disturb residents of other units. Care in this regard should be exercised especially between 10 p.m. and 9 a.m. Hammering, drills, and similar activities should also be curtailed during these hours. Residents should avoid making disturbing noise in their units or in common areas that interfere with the rights, comfort or convenience of other residents.

#### **OCCUPANCY**

No more than two persons (over the age of 2) per bedroom are allowed to reside in the unit.

#### **PARKING IN DRIVEWAY**

Parking in the front driveway is for pick-up and discharge of passengers. It is a fire lane. No vehicle should be left unattended in the driveway B it may be towed.

#### PARTY ROOM AND GARDEN PATIO

The party room and the garden patio are available for the free use of the residents, their families, and guests. Residents may reserve the party room or patio for private functions by applying to the Management Office and depositing \$100 for each date desired. Scheduling will be done on a first come first served basis. In the event of a dispute, the Board of Directors will decide. The approved reservation form will be posted on the door of the party room (or on the outside door of the building near the patio) on the day of the event.

No one under the age of 21 may use the party room without adult supervision by a resident, and no one under 21 may use alcoholic beverages in any case. Residents will be expected to be on hand at private functions and to control noise levels so as not to disturb other resident, especially if functions fall between the hours of 10 p.m. and 9 a.m. There will be consideration for residents in adjacent areas.

Party room functions will be limited to no more than 50 persons.

After the function, the Management Office or its agents will inspect the party room and/or patio and authorize a refund of the deposit if the inspection is satisfactory. In the event of damages or excessive noise, the deposit will not be returned, and the residents who made the reservation will be assessed for repairs that exceed the \$100 deposit.

No resident may use the party room or patio for a commercial purpose or financial gain.

#### PATIOS AND TERRACES (Adopted July 19, 2019)

#### **Patios and Terraces**

Patios and terraces within the 1169 Condominiums consist of both Common Elements and Limited Common Elements. [Bylaws **Article I - section 1.10 and 3.03**]

Care shall be given by all residents to ensure that the building's exterior and patios and terraces are maintained in a uniform manner to protect the safety and security of all residents as well to allow for privacy within the patio and terrace areas.

Residents are responsible for their actions and conduct, those of their children, and that of their guests while using their patio and terrace. Musical devices, lights and various noises should not disturb other residents. [Bylaws Article VI - section 6.01h]

#### **Obstructions**

There shall be no obstruction of the Common Elements. [Bylaws Article VI section 6.01c] The

installation of permanent, semi-permanent or portable materials (partitions, walls, trellises) which would obstruct or restrict visibility directionally (North – South, East – West) from any patio or terrace is not allowed, and would not extend above the walls <u>except</u> as provided below:

- a) Retractable table and floor umbrellas may be placed within the patios and terraces limited common area; however, permanent fixed placement is not allowed. Umbrellas should be retracted after each use so as not to obstruct common elements and/or impede another Unit's view or light.
- b) Trees or shrubs in patio units shall be allowed except to the extent that they interfere with the structural integrity of the building or completely obstruct another unit window which cannot be resolved by pruning. Trees, flowers and shrubs are permitted so long as it does <u>not</u> obstruct the visibility.

Flower boxes are not allowed to be placed on the Common Elements or installed in any way that provides obstruction to the Common Elements.

c) Arches and attached plantings if it doesn't restrict visibility.

Nothing shall be stored or placed on the Common Elements without the prior consent of the Board except as herein or in the Bylaws expressly provided. [Bylaws Article VI - section 6.01e]

Clothing, towels, sheets, blankets, laundry and similar objects shall not be hung out or exposed on patio and terrace exterior or interior partitions. [Bylaws Article VI -section 6.01j] This regulation is not a prohibition on displaying state, national flags or sport team flags.) Residents may apply to the Board for exceptions.

All Patios and terraces are subject to review by the Board upon complaint of a Unit Owner.

The Association has the authority to require any Unit Owner to remove any obstruction at any time upon written notification to that effect and the Unit Owner shall be responsible for restoring the Common Elements to their original condition. [Bylaws Article V - section 5.01c]

#### **Construction and Landscaping**

Patio and terrace construction and landscaping require written permission from the Board. Owners shall submit all patio and terrace landscaping plans, designs and changes to the Board with dimensions for all elements for incorporation. This shall include and is not limited to Patio surface materials (pavers, tiles), foundation plantings, flowerbeds and borders and materials color selections. No decks are allowed by the Association rodent control program.

The Board has the authority to deny any construction or landscaping request and shall recommend modifications to materials and/or design required prior to approval. Once approved, Unit Owners are responsible for all patio maintenance which includes maintaining all plantings (I.e. flowerbeds, shrubs, trees).

The following items may be placed within the patio areas and terraces without approval from the Board:

- 1. Indoor/outdoor Carpeting or floor covering of a non-permanent type, however, no carpeting or covering may extend beyond the limited common elements for each patio.
- 2. Floor planters or flower boxes with a height which does not exceed the height of the patio or terrace partition walls, doors or brick exterior walls.
- 3. All tables and chairs and small appliances such as radios and televisions provided the noise levels are controlled to prevent disturbing the other residents and ground fault lines are used in accordance with the Chicago Cook County codes.

#### **Holiday/ Seasonal Decorations**

Patios and terraces may be decorated for holidays. Decorations may not endanger or block the view of other residents or units in any way; they may be displayed one month before and one month after the holiday in question.

Holiday decorations, including decorative lights, are permitted on the interior walls and partitions of patios and terraces', providing this placement is done in a manner so as not to cause damage and does not violate the Condominium bylaws and covenants.

#### PEST CONTROL

Residents should notify the Management Office if pests are found in a common area or in a unit, and must authorize exterminators to enter the unit for service. The Association's contract with the exterminator provides for calls to individual units upon request.

#### PETS

Pets should not be pests. Residents may keep dogs, cats, and other household pets provided: (1) they are not dangerous or destructive, (2) they do not disturb other residents, and (3) they are kept on a leash when outside the resident's unit. Pets are prohibited in the laundry room or party room. Dogs should be walked away from the building areas that have been landscaped. Pet owners are responsible for the removal of animal droppings as well as any damage done by pets to common areas or to residents' property. A pet owner will reimburse the Association for any damage and hold it harmless against any loss or liability experienced as a result of the presence to the pet on condominium property.

#### **PLUMBING**

Plumbing fixtures may not be used for the disposal of trash. Installation of garbage disposals is prohibited. If there is a grease trap in the kitchen plumbing, then a plumbing clean-out must be provided to allow for easy access to the kitchen drain pipes.

As of March 2016, grease traps may be removed but the finished removal work must be inspected by the building engineer and a plumbing clean-out line installed. Approval of the Board of Directors is required for the installation of washing machines and dryers and hot tubs.

#### POOL

Use of the swimming pool is subject to arrangement with the Management Office and to the Rules & Regulations of the 1151 South Plymouth Court Pool Association.

#### RESPONSIBLE BEHAVIOR

Residents are responsible for the proper and considerate conduct of people and pets who reside in their units.

Unit owners are financially responsible for acts and omissions of their children, other family members, guests, and tenants to whom they rent.

#### **RULES CHANGES OR ADDITIONS**

Any resident may suggest to the Board of Directors at any time a change or addition to these Rules and Regulations.

#### SALE OR LEASE

As the By-laws provide, not less than 30 days in advance owners must give the Board of Directors written notice of the terms of any proposed sale, assignment or lease, as well as the name, address, and financial and character references of the proposed buyer, assignee, lessee or sub-lessee. The Board has the option of buying or leasing the unit on the same terms within 30 days. If it does not, the owner must complete the proposed transaction within the next 90 days, otherwise the Board's option is again activated. The Board may take legal action against an owner if this procedure is not followed.

#### **SECURITY**

Most security measures are common sense. Here are a few particular to condominium living:

- (1) Do not open the common area doors to unknown persons.
- (2) Make sure doors shut and lock behind you.
- (3) Do not prop open or leave open any common area door.
- (4) Unknown callers from the front lobby may have dialed at random. Do not give them information about yourself of your unit.
- (5) Report suspicious activity to Security immediately.
- (6) Report non-functioning locks and doors to the Management Office. (Leave messages for non-emergency after hours calls.)

#### SMOKING (Adopted April 16, 2020)

- 1. Smoking or vaping of any substance, including, but not limited to any tobacco product, nicotine product, or cannabis product <u>is prohibited</u> on or in the Common Elements (i.e. courtyard, lobby, mailroom, corridors, laundry room, hospitality room, garage, stairwells). <u>Smoking is prohibited on all common areas AND within 15 feet of any entrance.</u> The lawful consumption of cannabis by any other method is permitted on a limited common element appurtenant to a unit (patio, terraces).
- 2. Unit Owners <u>are allowed</u> to smoke or vape in their Units. However, if the smoke or odor emanating from a Unit from smoking or vaping causes a nuisance or annoyance to other Unit Owners or occupants in the building, or permeates into any other Unit or the Common Elements, the Unit Owner must take affirmative measures to prevent such smoke and/or smell from entering into other Units or the Common Elements. The Board,

in its sole discretion, may require the Unit Owner to take one or more of the following steps to minimize the smoke or odor transmission from their Units at the Unit Owner's cost and expense:

- a. Properly and fully seal the Unit per parameters set by the Board, including but not limited to electrical outlets and plumbing pipes;
- **b.** Install an air purifier system capable of eliminating smoke or odors from tobacco or cannabis products in the Unit:
- **c.** Confine smoking to rooms of the Unit which do not abut a complaining Unit Owner's Unit as directed by the Board;
- **d.** Take other steps as determined by the Board, at the Unit Owner's sole cost and expense, to mitigate smoke/vapor transmission from their Unit.
- 3. Failure to comply with this smoking/vaping 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, including a mandatory permanent injunction and/or significant fines. Please be advised that pursuant to Section 9.2 of the Illinois Condominium Property Act, the Association is entitled to its reasonable attorney's fees and costs for such a Unit Owner or tenant default.

#### **SOLICITORS**

Outside solicitors are not permitted in the building at any time.

#### **SPEED LIMITS**

Drivers of vehicles in the garage or in the front driveway should exercise extreme caution and drive very slowly.

#### TRASH DISPOSAL

Garbage and trash must be properly wrapped and tied in plastic bags before being placed in the garbage chute. Bags must be small enough to enter the chute door and fall freely. Oversize cartons or boxes, glass, cat litter and newspapers should not be put into the chute, they should be taken to the trash area in the garage. Trash should not be left in any garbage room on the floors. If the chute is temporarily clogged, trash should be wrapped in a plastic bag and taken to the garage and the Management Office should be notified at once. Lighted cigarettes should never be thrown into the garbage chute. Lights in garbage rooms should be turned off when the rooms are not in use. Household help should be advised of these procedures.

#### WATER FURNITURE

Residents should be aware of the potential damage to be caused by water furniture and should exercise caution in placing beds, mattresses, and the like in their units. Damage to other units or to common elements is the responsibility of the owner at the source of the water.

#### IV. VIOLATIONS AND FINES

If a Unit Owner or Resident violates or is otherwise liable for violation of any of the provisions of the Declarations and By-Laws, or Rules and Regulations of the Association, the following procedure will occur:

#### PROCEDURES FOR HANDLING VIOLATIONS

- 1. Contact the Management Company or the Board with your complaint.
- 2. The individual against whom the complaint was lodged will be asked to appear before the Board to respond to the complaint, if warranted.
- 3. Failure of the individual to appear at a mutually agreed time will automatically subject the individual to a warning or fine, as determined by the Board.
- 4. The Board will determine the validity of the complaint and the appropriate action to be taken. All notification of Board action will be in written form.

#### **BREAKDOWN OF FINES**

Failure to provide proof of

Personal liability insurance \$100 for each occurrence.

Pets not on leash \$50 for each occurrence.

Pets in common areas \$50 for each occurrence.

Waste from common property \$50 for each occurrence.

All other violations First offense...letter or \$50 as determined by the Board

(depending on the severity of the violation)

Second......\$50 Third......\$75 Fourth.....\$100

NOTE: IN ADDITION TO FINES, VIOLATORS WILL BE RESPONSIBLE FOR COST OF REPAIR OF ALL ASSOCIATED DAMAGES.

#### V. POLICY AND PROCEDURES FOR DELINQUENT PAYMENTS

This motion is intended to provide a clear policy for late payment or nonpayment of assessments or other legally agreed upon expenses, and to establish procedures that will go into effect as a result of late payment or nonpayment of assessments or other expenses and charges.

1. All assessments or other legally agreed upon expenses shall be due on the first day of the month and shall be considered past due if not received by the 15th day of the month. An automatic penalty of 10% of any outstanding balance (excluding prior late fees) will be assessed at that time and Management shall send a notice of delinquency via regular mail to each unit owner whose payment is delinquent, stating the amount of the delinquency and the added cost.

- 2. If a partial payment is made by any unit owner who also leases a parking space, such payment shall be first applied to the general assessment; after such obligation is met in full, any remaining portion of the payment shall be applied toward the parking rent.
- 3. On the last day of each month, those Unit Owners who lease a parking space and who have a balance due (delinquent) to the Association resulting from an unpaid assessment (which shall include regular monthly assessment, parking space charges, late charges, special assessments, and any other sum due to the Association) shall be sent a thirty-day written notice via certified mail, stating that such unit owner's parking space lease will be terminated as of the last day of the next month (the Termination Date) and that in the event of such termination, such unit owner will be placed at the bottom of the waiting list for a parking space. Prior to the last day of the next month, such Unit owner shall have the opportunity to retain his or her parking space by paying to the Association all sums due to the Association. If the Unit Owner disputes any of the charges due to the Association, the Unit Owner may pay such sums to the Association with a notice that the Unit Owner is protesting such charge. In such event, the payment shall be held by the Association until the resolution of such dispute without prejudice to any claims that the Unit owner may have regarding such charges. If the Unit Owner fails to pay all sums due to the Association (regardless of whether the Unit Owner disputes any such charges) the parking space lease will be terminated without further notice as of the Termination Date.
- 4. On the last day of each month, any delinquent Unit Owner who is on the waiting list to receive a parking space will be sent via certified mail a notice that such Unit Owner will be placed at the bottom of the waiting list for a parking space on the last day of the next month. Prior to the last day of the next month, such Unit Owner shall have the opportunity to retain his or her place on the parking list by paying to the Association all sums due to the Association. If the Unit Owner disputes any of the charges due to the Association, the Unit Owner may pay such sums to the Association with a notice that the Unit Owner is protesting such charge. In such event, the payment shall be held by the Association until the resolution of such dispute without prejudice to any claims that the Unit Owner may have regarding such charges. If the Unit Owner fails to pay all sums due to the Association (regardless of whether the Unit Owner disputes any such charges) the place on the parking list will be changed without further notice.
- 5. On the last day of the second month of delinquency, a 30-day notice of intent to file an eviction suit pursuant to the Illinois Forcible Entry and Detainer law shall be sent via certified mail by Management. If the delinquency is not satisfied in full by the end of the 30-day period, Management shall send via certified mail a demand for possession, and shall immediately thereafter turn over to the Association's attorney copies of the 30-day notice and demand for possession. Suit shall then be instituted by the attorney to collect the delinquent assessment, and other legally agreed upon expenses, as well as costs and attorney's fees expended to collect such delinquent amounts.
- 6. The Board also retains the right to pursue any other remedies set forth in the Declaration and By-Laws of this Condominium Association or provided by the laws of the State of Illinois.
- 7. The Board for good cause shown may waive any of the foregoing provision upon the written request of the Unit Owner dated within 15 days of the date their operative notice was sent. Such request shall state reasons for seeking such waiver and shall be served upon the President of the Association in care of the Management office. The President shall cause an investigation of the waiver request to be made by Management, and such request shall be considered by the Board at its next regular meeting.

#### VI. PARKING REGULATIONS

- 1. These regulations apply to all persons parking in the 1169 underground garage.
- 2. A reservation list of all parking spaces shall be maintained by the Management Office. Any 1169 unit Owner or tenant living in an 1169 unit may request in writing that their name be placed on the Reservation List. The date such request is received and acknowledged by the Management Office shall be such Owner's or tenant's Reservation Date provided that no one may have a reservation date earlier than the date on which such person moves into the 1169 building or becomes an Owner of a unit in 1169. In no event may the Owner/tenant on the Reservation List give their space/priority on the List to any other individual. All additions to the List will have their names added to the bottom of the appropriate list with the date on which their request to the Management Office is received and acknowledged (Adopted April 18, 2018).
- 3. A newly vacated space will first be made available to existing garage space Lessees, if they have indicated a desire to relocate by signing up on a list with the Management Agent. This list will be maintained in order of Application Date. Any transfer right is lost if not responded to within 24 hours of offer.
- 4. After an available parking space has been cleared by the Relocation Roster, it will be offered to others on the Reservation List in the following order of priority:

First: To the owners or residents on the reservation list who have 'passed' on a previously-offered spot, in order of their pass date.

Second: To the owners or residents requesting a first space in the garage in order of their Reservation Dates. Third: To the owner or residents requesting a second space in the garage in order of their Reservation Dates.

The right to an available space shall be lost if not responded to on or before the date the space becomes available or within 48 hours of the offer, whichever comes first. Each time a space is leased, the Management Agent shall be directed to notify at that time the person entitled to lease the next space when it becomes available and it shall be the responsibility of that person to make arrangements with the Management Office to be able to respond promptly when a space becomes available.

- 5. If a person with the highest level of priority is offered a space and declines to accept such space, that person shall have the option of advising the Management Office that he or she desires to retain their priority on the Reservation List. In that event, the Management Office shall not be obligated to offer any future parking spaces to that individual until such time as the Management Office receives a notice indicating that the individual is prepared to accept a space when one becomes available. After that time, that individual will be entitled to lease a space in accordance with that individual original Reservation Date.
- 6. The priority of an <u>Owner/renter</u> to lease a space as set forth on paragraph 4 of these Rules shall not be dependent on the Owner residing in the building. <u>AU parking leases shall be between the Lessee (Owner or renter)</u>, who uses the space, and the Association. No space may be sublet <u>under any condition</u> or otherwise devoted to the use of other than the Lessee of that space and such restriction on subleasing spaces shall also apply to any Owner wishing to sublease a space <u>to another Owner or</u> to a tenant in <u>any Owner's</u> unit. The Association shall have the right to request evidence of registration of an automobile parked in the garage in order to determine compliance with the foregoing rule. The person to whom the request is make shall

provide the documentation to the Association's managing agent within seven days of the request (Adopted April 18, 2018).

- 7. The rules regarding delinquency of monies owed to the Association are incorporated into these parking regulations.
- 8. Parking leases may be terminated on the last day of any month of its term by the giving by either party to the other of not less than thirty days prior notice in writing, delivered in person or by certified mail to the Association at the current property manager's address or to the lessee of the space at such lessee's address indicated in the lease.
- 9. The lessee of each parking space shall pay rent for such parking space to the same address as the Association designates in writing for payment of monthly condominium assessment. The rent shall be due and payable in advance on or before the first day of each month of the term of the lease and shall be delinquent if not received by the 15th day of the month.
- 10. The lessee of each space shall keep his car within the lines of the space assigned to him and shall not park in the aisle of anywhere else in the garage except his assigned space. Nor shall he crowd an adjacent space by parking off center.
- 11. The Association is not liable for any damages to or theft of any automobile or any part thereof or anything left in any automobile or any other property nor for any damage or injury to the lessee of a space or any other person, all such liability being released by such lessee upon leasing.
- 12. Upon termination of the lease by lapse of time or otherwise, the lessee of such space shall surrender to the Association possession of his space, and grants to the Association the full right to enter said space and take possession thereof and remove any automobile or any other property on said space and to store same at the lessee's expense.
- 13. The lessee of a space will pay and discharge all costs, expenses and attorney's fees which shall be incurred or expended by the Association in enforcing these rules, whether by institution of litigation or in taking the advice of legal counsel or otherwise.
- 14. If an owner moves from one unit in the building to another and has no more than a 30 day break in occupancy, that owner may keep his parking spot or his original reservation date on the Parking Reservation List.

#### VII. SAMPLE AUTOMOBILE PARKING LEASE

# Beginning \_\_\_\_\_\_ and ending\_\_\_\_\_\_, inclusive and from month-to-month thereafter until this lease shall be terminated as hereinafter set forth. RENTAL: \_\_\_\_\_ TENANT: \_\_\_\_\_ LANDLORD: 1169 S. Plymouth Court Condominium Association

BUILDING: 1169 S. Plymouth Court, Chicago, IL

DATE OF LEASE:

**PREMISES:** Space in garage of above mentioned building shall be designated by the Landlord for use only by Tenant for parking of one automobile.

- 1. This lease may be terminated on the last day of any month of its term by the giving by either party to the other of not less than thirty (30) days prior notice in writing of such termination, which said notice shall be delivered in person or sent by certified mail. Notice to the Landlord shall be at 1169 SPCCA c/o Sudler and Company Management, John Hancock Center, 875 N. Michigan Avenue, Suite 3980, Chicago, IL 60611, and notice to the Tenant shall be at the address indicated after Tenant's signature hereto.
- 2. Tenant shall pay the above specified monthly rent to Landlord's agent at the office of Sudler and Company Management, John Hancock Center, 875 N. Michigan Avenue, Chicago, IL 60611, or at such other address as Landlord may designate in writing. Rent shall be due and payable in advance on or before the first day of each and every month of said term. It is agreed by the parties hereto that the time of each and all such rent payments and/or all other payments hereunder is of the essence of this agreement.
- 3. Tenant shall keep his automobile within the lines of the space demised to him and shall not park his automobile in any aisle nor elsewhere in the garage except in the space so demised.
- 4. Except as hereinafter provided, the demised space shall not be used by any person other than the Tenant and the Tenant shall not sublet the same space or any part thereof or assign the lease. Tenant shall keep and observe all reasonable rules and regulations which may be adopted by the Landlord from time to time for the proper and orderly care and operation of the garage.
- 5. Landlord shall not be liable for any damages to or theft of any automobile or any part thereof or anything left in any automobile or any other property, nor for any damage or injury to the Tenant or any other person, all such liability being hereby expressly released by Tenant.
- 6. Upon termination of this lease by lapse of time or otherwise, tenant shall forthwith surrender to the Landlord possession of the demised space, and hereby grants to the Landlord the full right to enter upon said space and take possession thereof and

remove any automobile or other property on said space and to store at the Tenant's expense.

- 7. Tenant acknowledges Landlord's intent to use the demised space for transient visitor parking and does hereby consent to such use, provided that the Landlord shall be authorized to use the demised space for such purpose only when such space is not being occupied by Tenant's automobile. Landlord shall terminate its temporary use of such space promptly at such time as Tenant seeks to park Tenant's automobile in the demised space and the Landlord's use for such purpose shall be limited to only such time as the garage is under the supervision of Landlord's attendant employee.
- 8. Tenant shall pay and discharge all costs, expenses, and attorney's fees which shall be incurred or expended by Landlord in enforcing the provisions of this lease, whether by institution of litigation or in the taking of advice of counsel or otherwise.
- 9. All covenants and agreements herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns, respectively of Landlord and Tenant.
- 10. Tenant shall be responsible for any damage Tenant causes to other property in the garage, including other vehicles.

| SIGNATURE OF TENANT(S):       | Make of Automobile:  |
|-------------------------------|----------------------|
|                               | License #:           |
| ADDRESS:                      |                      |
| LANDLORD:                     |                      |
| 1169 SOUTH PLYMOUTH COURT CON | DOMINIUM ASSOCIATION |
| BY: SUDLER AND COMPANY, agent |                      |
| By:                           |                      |

#### VIII. MOVING RULES

When any resident is moving in or out of the 1169 building, the following rules apply.

- 1. All Residents/Unit Owners moving in or out of the 1169 Building will not be allowed to do so without prior personal communication with Management. To schedule your move, call Management.
- 2. All moving shall be completed during the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 12:00 p.m. on Saturday. Prior approval for such move in/out must be obtained from management.
- 3. A security moving deposit of \$225.00 shall be left with management by the person moving in/out. In the event of resale, the waiver of Right of First Refusal will be issued upon receipt of the move deposit. The deposit will be returned to the resident less approximately \$124, the cost for a security guard, provided that there is no damage. However, moves that extend past 3:30 p.m. will incur additional charges to cover the cost of maintenance staff staying beyond their regular hours of duty. Moves that are in progress after 6:00 p.m. Monday through Friday or after 12:00 p.m. on Saturday will result in an extra fine of \$50.00 per hour until the move is complete. After completion of the move, the deposit will be processed with the remainder (if any) refunded to the resident moving.
- 4. All moving shall be conducted through the 1169 Building Garage. For those patio units with a gate, egress and ingress for moving may be accompanied through such a patio gate or through the garage.
- 5. In certain circumstances when furniture and goods cannot be moved into or out of the 1169 building through the garage, prior approval to use an alternate route of access shall be obtained from management, providing that elevator pads are padded and ceiling panels removed, if needed.
- 6. Any Resident/Unit Owner moving into or out of the 1169 Building who does not obtain prior approval from the Management Office for such move shall have the move stopped by the security guard at the time such unapproved move is detected.
- 7. The Board has authorized the management agent to stop any move in progress if rules, obligations or procedures set forth have not been adhered to. It is further understood that failure to follow said procedures, etc. may result in the association assessing a fine or the forfeiture of the moving deposit.

#### IX. BED BUG POLICY

The 1169 South Plymouth Court Condominium Association (Association) shall select and be responsible for paying for the cost of the pest control services company. The Association shall review, approve and pay for the repairs the pest control company recommends."

Condominium or Cooperative Name:

Address:

### Sample Plan for Preventing and Managing Bed Bugs in Condominium or Cooperative Buildings

In 2013, the City of Chicago passed an ordinance to help address the problem of bed bugs. In order to help residents of condominiums and cooperative buildings, the ordinance calls on governing associations of condominium or cooperative buildings to prepare a plan to manage bed bugs.

To assist associations to develop their plans, the Chicago Department of Public Health (CDPH) created this sample plan. Governing associations may wish to adopt this plan in its entirety or to develop their own plan. Regardless, governing associations **MUST** have a plan in place by March 24, 2014. In addition to having a plan, the ordinance requires the following from

governing associations and unit owners:

- Governing associations SHALL maintain written records of any pest control
  measures performed by a pest management professional and any report prepared
  by the pest management professional, and maintain these records either on-site or
  at the property management office for three years. These records shall be
  available for review upon request by authorized city officials.
- Owners of condominium units and lessees with a proprietary lease in a cooperative SHALL immediately notify the governing association of any know or reasonably suspected bed bug infestation and cooperate with the governing association in managing the infestation.

Both of these items are addressed in the sample plan.

Governing associations and unit owners should be aware that owners of condominium units who lease their units, and their tenants, are subject to additional requirements under the ordinance. For a complete listing of these requirements, visit:

www.CityofChicago.org/Health and click on the bed bug button.

#### **Instructions**

Governing associations who wish to adopt this plan in its entirety simply need to provide the name and address of the association where indicated and maintain the plan as part of the records of the association. Governing associations are not required to submit the plan to the City as evidence of having a plan, nor will the City accept these plans.

Governing associations who wish to modify this plan or develop their own are asked to affix their name and address to the plan and maintain the plan as part of the records of the association. Governing associations are not required to submit the plan to the City for review or as evidence of having a plan, nor will the City accept or review such plans.

#### Plan for Preventing and Managing Bed Bugs

#### How to use this plan

#### This plan includes three steps:

- 1) EDUCATE
- 2) RESPOND
- 3) MONITOR

Each of these steps includes a number of activities and designations for who should complete these activities. Where applicable, there are references to supporting documents or links to websites. The plan concludes with some questions that governing associations and unit owners may wish to consider.

#### **EDUCATE**

**EDUCATING** owners about bed bugs will help prevent bed bugs from occurring, encourage reporting should bed bugs occur, facilitate inspection and treatment of bed bugs, and minimize the blame and stigma so often associated with bed bugs.

- ✓ **Governing associations** should provide the fact sheet entitled *Bed Bug Fact Sheet for Condominium or Cooperative Buildings* to all current and future owners. To access copies of this fact sheet, visit: <a href="https://www.CityofChicago.org/Health">www.CityofChicago.org/Health</a> and click on the bed bug button.
- ✓ **Governing associations** should provide owners with additional information about bed bugs, post information about bed bugs in common areas of the building, share information about bed bugs through email, newsletters or other means, and discuss bed bugs during meetings of the governing association or owners. To access additional information, visit: www.CityofChicago.org/Health and click on the bed bug button.
- ✓ Owners of condominium units or lessees with a proprietary lease in a cooperative (hereafter collectively referred to as "unit owners") should be aware that per the ordinance, they are obligated to report any known or suspected bed bug problem within their unit to the governing association and cooperate with the governing association in managing the problem.

#### **RESPOND**

**RESPONDING** to any reports of bed bugs will help minimize the further spread of bed bugs, and ensure that bed bugs are eliminated quickly and effectively.

- ✓ When a unit owner reports a bed bug problem in their unit, governing associations may wish to attempt to confirm the presence of bed bugs in that unit. This can be done by gathering additional information from the unit owner, asking the unit owner to capture what they believe to be a bed bug (and seal it in a plastic baggie) and conducting a cursory inspection of the unit. Evidence suggesting the presence of bed bugs includes one or more of the following (refer to the web site listed previously for additional information and photos):
- ✓ There are one or more bugs that are recognizable as bed bugs.
- ✓ There are markings, droppings or eggs that are consistent with those from a bed bug.
- ✓ The occupant(s) of the unit has bite marks consistent with those from a bed bug.
- ✓ If the bed bug report is confirmed, or should the governing association choose not to want to confirm the presence themselves, the *governing association*, not the unit owner, should hire and oversee the work of a pest control company. Tips on choosing a pest control company can be found at the web site listed previously.
- ✓ If bed bugs are confirmed, the **governing association** should designate a lead to coordinate next steps with unit owners and the pest control company. The **lead** should be responsible for the following initial steps:
- ✓ The **lead** should notify unit owners of the problem and of the immediate steps being taken to address it.
- ✓ The lead should discourage unit owners from taking any individual action to treat bed bugs. Treating bed bugs inappropriately with "bug bombs", chemicals or other means may cause them to spread further or may cause harm to occupants.
- ✓ The lead should discourage unit owners from discarding items. Discarding items before a pest control company has had a chance to inspect them may cause the owner to loose items that can be treated and may risk spreading bed bugs further throughout the building.
- ✓ The lead should remind unit owners of simple steps that can be used to treat clothing, linens and other items. These steps can be found in the fact sheet entitled Bed Bug Fact Sheet for Condominium or Cooperative Buildings.
- ✓ Once a pest control company is hired, the *lead* should provide the information requested of the pest control company to guide the initial inspection, and the *lead* and/or *unit owners* should be responsible for the following steps:

- ✓ The *lead* should work with the pest control company and the *unit owners* to develop a schedule for inspecting the units. Though the pest control company will identify the unit(s) in addition to the one with the problem that need to be inspected, it is generally recommended that units on either side, above and below the unit with the problem be inspected.
- ✓ **Unit owners** should follow the recommendations of the pest control company to prepare their unit for inspection.
- ✓ Once the unit(s) have been inspected, the *lead* and *unit owners* should meet with the pest control company to review and discuss the findings from the inspection. The pest control company will then present a plan for treatment, if needed.
- ✓ If treatment is indicated, the *lead* should work with the pest control company and the *unit owners* to develop a schedule for treatment.
- ✓ **Unit owners** should follow the recommendations of the pest control company to prepare their unit for treatment and to discard items the pest control company feels can't be treated. Before discarding items, unit owners should refer to instructions in the fact sheet entitled *Bed Bug Fact Sheet for Condominium or Cooperative Buildings*.
- ✓ Once the unit(s) have been treated, the *lead* and *units owners* should once again meet with the pest control company to review and discuss the treatment that was provided, and discuss any additional findings. The pest control company will then present a plan for re-inspections. When indicated, the lead and unit owners should work with the pest control company to develop a schedule for re-inspections and re-treatment, if indicated.
- ✓ The governing association should maintain written records of any pest control measures and any report prepared by the pest control company. These records should be maintained either on-site or at the property management office for three years.

#### **MONITOR**

**MONITORING** for evidence of bed bugs will help identify any recurrent or new infestation and if found, minimize the further spread of bed bugs and ensure that bed bugs are eliminated quickly and effectively.

- ✓ The **governing association** should remind unit owners to be vigilant for any signs of bed bugs and report any sightings immediately.
- ✓ The governing association should remind unit owners of ways to prevent bed bug infestations.

✓ The governing association may wish to consider having a pest control company conduct periodic inspections for bed bugs.

#### **Questions for consideration:**

Governing associations may wish to review and amend their by-laws to address the following questions:

- 1) Who should be held responsible for paying for the services provided by the pest control company?
- 2) Who should be held responsible for paying for any repairs that the pest control
- 3) How does the governing association or pest management company gain access 0to a unit if the unit owner refuses access?

#### X. ALTERATIONS/REMODELING REQUEST FORM

**Remodeling Request Form:** This form must be submitted to the Property Supervisor not less than three full business days before the anticipated start of construction work. Its purpose is to provide quick response for requests that do not affect load bearing walls or electric wiring or plumbing charges outside of the individual unit while still allowing for the protection of the safety, integrity and appearance of the building. In the event that a request for "structural" changes as defined by the Rules is being submitted, the Form must be submitted to least three full business days before a regularly scheduled board meeting.

| Name of Owner |  | Unit #  |  |
|---------------|--|---|--|
| Phone #       | #Email or alt. p   | hone #  |  |
| 1.            | Scope of work to be done with de be used if it provides all required data).                    | etails (Attach sheet detailing the wok. Itemized Estimate may   |  |
| 2.            |  | actor/workers must be updated with any changes.   |  |
|               | Confirmation that Building Engin   |   |  |
|               |  | g approval of any Structural changes, a Certificate of  |  |
| 5.            | Professional Liability of coverage as we indicating 1169 South Plymouth Court                  | surance carrier, inception/expiration dated, and showing ell as Workers Compensation for any employees. And Condominium Association as an Additional Insured. Owner and the Contractor/worker that they are aware of the comply – including not limited to: |  |
|               | <u> </u>   | compry – including, not infinted to:  |  |
|               | • Parking restriction  | was a kin a   |  |
|               | <ul><li>Requirement to update contact info</li><li>Work restriction on Monday-Friday</li></ul> |   |  |
|               | <ul> <li>No exterior or interior doors may be</li> </ul>                                       | ·   |  |
|               | <ul> <li>Materials and tools may not be brown</li> </ul>                                       | <b>*</b> '  |  |
|               | ·  | arage, and, if necessary, an elevator arranged for with the   |  |
|               |  | notice and arrangement with the BE,   |  |
|               | • Shut-off of electrical power in conn   | nection with construction requires notification to the BE, with Rules for Trash Disposal of debris and items in   |  |
|               | •  | others must be advised to the BE as soon as possible and it is ker/owner to repair or replace, and,   |  |
|               | • They are aware and will comply wi  | th any Chicago ordinances with respect to construction.   |  |
| 6.            | Agreement that Rules have been discus  | sed and will be complied with.  |  |
| Signatu       | re of Owner making request   | Date  |  |
| Signatu       | re of Contractor/Worker  | Date  |  |
| Printed       | Name of Contractor/Worker  | Cell Phone  |  |