



# **Park Tower Condominium Association**

## **RULES AND REGULATIONS HANDBOOK**

### **TABLE OF CONTENTS**

<b>Park Tower Directory</b>	<b>Page 2</b>
<b>Forward</b>	<b>Page 3</b>
<b>Emergency Procedures</b>	<b>Page 4</b>
<b>Park Tower Fee Schedule</b>	<b>Page 5</b>
<b>Assessments, Fees and Collections</b>	<b>Page 8</b>
<b>Board Of Directors</b>	<b>Page 8</b>
<b>Board Election Rules</b>	<b>Page 9</b>
<b>Association Notices</b>	<b>Page 11</b>
<b>Board Meetings</b>	<b>Page 11</b>
<b>Building Security and Staff</b>	<b>Page 12</b>
<b>Commissions/Committees</b>	<b>Page 14</b>
<b>Common Areas and Amenities</b>	<b>Page 14</b>
<b>Use and Occupancy</b>	<b>Page 26</b>
<b>Index</b>	<b>Page 40</b>

## PARK TOWER DIRECTORY

**BOARD OF DIRECTORS** Email: parktowercondo@dkcondo.com

**WEBSITE** www.ptcondo.com

**MANAGEMENT OFFICE** Mon-Fri: 8:00 AM – 5:00 PM Tel: 773-769-3250  
Thur: 8:00 AM – 6:00 PM Fax: 773-769-0047  
Email: parktowercondo@dkcondo.com  
Web: www.dkcondo.com (select Park Tower under “My Association”)

**DRAPER AND KRAMER** Mon-Fri: 9:00 AM – 5:00 PM Tel: 312-346-8600

**LOBBY/FRONT DESK** Mon-Sun: 24-hours Tel: 773-769-3083

**HEALTH CLUB** Mon, Wed: 5:00 AM – 11:00 PM Tel: 773-769-1513  
Tue, Thu, Fri: 5:00 AM – 10:00 PM  
Sat-Sun: 8:00 AM – 9:00 PM

**GARAGE** Mon-Sun: 24-hours Tel: 773-271-8859

**RECEIVING ROOM** Mon: 7:00 AM – 7:00 PM Tel: 773-784-3353  
Tues-Fri.: 7:00 AM – 6:30 PM  
Sat.: 9:00 AM – 1:00 PM

**PARK TOWER MARKET** Mon.-Sat.: 7:00 AM – 9:00 PM Tel: 773-275-9130  
Sun.: 8:00 AM – 8:00 PM

**RCN CABLE & INTERNET**  
Office Hours Mon-Fri. 9:00 AM to 8:30 PM. Tel: 312-955-2500  
24-hour Help Line Tel: 866-308-5556

### PARK TOWER CABLE CHANNELS

Park Tower Information  
Park Tower Lobby

Channel 195  
Channel 196

### EMERGENCY NUMBERS

Emergency/Fire/Police

Tel: 911

City of Chicago Non-Emergency

Tel: 311

## FORWARD

Dear Unit Owners and Residents:

Welcome to Park Tower Condominium Association. The Board of Directors commissioned and adopted this manual. The information contained herein is for the benefit of Unit Owners, tenants, Management, and building personnel to insure better understanding and cooperation of all concerned.

The mission of these rules and regulations is to achieve a high standard of living and quiet enjoyment for the owners, residents, and their guests. We believe this is the reason that each of you chose this building as your home. Welcome to our Community!

The basic ground rules, including your rights and obligations, are set forth in the association declaration and by-laws. Among other things, the declaration and by-laws provides that the board may adopt and enforce rules and regulations it deems advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety and general welfare of the owners and occupants of the property. The declaration and by-laws are incorporated into the rules by reference and any violation shall constitute a violation of the rules. Copies of the declaration and by-laws are available online at no charge and from the management office for a fee.

Other documents referred to in the rules and regulations are also available from the management office including the Election Policies and Procedures, Emergency Handbook, Garage License Agreement, Health Club Membership Agreement, Remodeling Policies and Procedures, and Sale or Lease Procedures. For your convenience, all these as well are available free of charge from the management office and online.

All residents and their guests have a legal duty to comply with the rules and regulations set forth herein. It is our hope that compliance is voluntary and we ask for cooperation, patience, and understanding whenever these policies and procedures are brought to your attention. The board may impose a fine up to \$1000.00 per violation and take appropriate action following a hearing before the Rules and Regulations Committee and/or consultation with legal counsel when necessary.

Thank you for your cooperation,

Sincerely,

The Board of Directors  
Park Tower Condominium Association

# EMERGENCY PROCEDURES

This section provides easy to follow instructions in case of an emergency. A separate emergency handbook containing detailed information is available online and from the management office. Residents are advised to notify the management office of any disabilities or special needs to arrange for assistance in the event an evacuation is necessary.

## **C – A – L – M**

**METHOD C** – Call 911.

**A** – Alert fellow residents.

**L** – Listen for instructions.

**M** – Move quickly when instructed to evacuate.

## **FIRE AND SMOKE**

- Call 911. Provide as much information as possible about the situation such as address, floor, unit number, door temperature, presence of smoke or flame, trouble breathing, disability, etc.
- If unaware where the fire originated, stay inside the unit and await instructions from authorized personnel and first responders. When time permits, refer to Cable Channel 195 for additional information. If the fire is inside the unit, exit closing the door, but leaving it unlocked.
- If directed, or in immediate danger, evacuate.
  1. Leave behind any belongings.
  2. Do not lock your door.
  3. Use stairs. DO NOT use the elevator.

## **ILLNESS OR INJURY**

- Call 911. Provide location details and report the illness or injury.
- Call the front desk/lobby or the management office to assure proper coordination.

## **POWER FAILURE**

- Remain inside the unit.
- Locate a flashlight. DO NOT light candles due to a potential fire hazard.
- Follow the C – A – L – M method, if directed to evacuate.

## **SEVERE WEATHER**

- Move away from windows and glass in the event of severe thunderstorms or high winds. Corridors and interior stairwell are considered the safest place in the building.

## **THREATS (Bomb Threats, Crime and Civil Disturbance)**

- Call 911 to report concern. Follow operator instructions.
- Call the front desk/lobby or the management office to assure proper coordination.

Life safety meetings for residents are scheduled twice per year. Additional information is available from the management office by request.

## PARK TOWER FEE SCHEDULE

The following is a list of charges and fees in effect as of the publishing of this document. Any charge or fee is subject to change by the board. Information on all current charges and fees shall be available from the management office. Fees acquired by renters will be charged to the unit owner's account, but either the renter or the owner may make a payment.

### BIKE ROOM

A **\$60** annual registration fee is charged per bike, and will not be subject to proration.

### COPYING

A **\$1** per page fee is charged after the first five pages.

### ELEVATOR RENTAL

A **\$150** fee is charged for a minimum four-hour non-move scheduled use of an elevator. Security guard supervision is required. An additional fee of **\$50** per hour is charged for usage in excess of four hours.

### GARAGE OIL LEAKS

The cleaning cost of oil and transmission leaks, and any other droppings from a vehicle will be the owner's responsibility. For a typical leak, a minimum fee is **\$50**.

### HEALTH CLUB

#### MEMBERSHIP One-year

##### Membership

Single	<b>\$275</b>
Double	<b>\$495</b> (Limited to two persons occupying the same unit)
Family	<b>\$690</b> (Limit 2 adults and 2 children or 4 family members occupying same unit)

##### Six-month Membership

Single	<b>\$195</b>
Double	<b>\$305</b> (Limited to two persons occupying same unit)
Family	<b>\$440</b> (Limit 2 adults and 2 children or 4 family members occupying same unit)

Non-resident members pay a premium of approximately 25%, rounded.

Guest passes are available for **\$6** for adults and **\$3** for children. Coupon booklets may be purchased for **\$30** for a set of six passes and are available for purchase from the health club or at the management office.

### KEY FOB REPLACEMENT

Replacement fobs are available for **\$25 each**. Only one key fob is allowed per resident.

### LATE PAYMENTS

Past due assessment accounts are subject to a **\$60** late fee. Past due garage license payment is subject to **\$35** late fee. Accounts past due by 45 days or more in assessments, fines, or miscellaneous

charges will lose health club and parking privileges and non-emergency maintenance work orders will not be completed. Refunds will not be issued.

### **LOCK OUT SERVICE**

Lock out service is available during normal business hours Monday through Friday from 8 AM to 5 PM, except holidays. After hours, holidays and weekends, a **\$40** fee is charged.

### **MAINTENANCE WORK ORDERS**

The cost of most maintenance work performed by the association employees to fixtures or property inside a unit will be charged on a time and material basis. A minimum charge of **\$50** will be applied for the first half hour and **\$25** for each additional 15 minutes of work, The cost of materials is separate. Work orders requiring a licensed plumber will be charged at a rate of **\$110** per hour plus the cost of materials. Some basic plumbing is approved for work orders at no charge including the replacement of faucet washers, aerators, and unclogging drains.

A list of common parts and materials for work orders is available from the management office. All prices are subject to change without notice.

### **MOVING AND RESIDENT REGISTRATION**

#### **New Residents and Transfers**

- **\$550** registration fee is collected in advance for activities involving move-ins and move-outs. This fee includes the following: processing of sales and leases, registering of all new occupants, hiring of a security guard to supervise moves, inspecting of the common areas before and after moves, and before and after pest inspections.
- **\$100** deposit is required in advance of scheduling any moves. The cost of repairs needed in excess of the required deposit will be charged to the unit owner's account.
- **\$45** credit report fee is charged for all new residents, unless a report is submitted by a unit owner.

#### **Residents Transfers within the Building**

- **\$150** transfer fee is charged for residents who already live in the building and move from one unit to another.
- **\$250** registration fee is collected for a new occupant moving in with a current resident or tenant.
- **\$100** deposit for damages will be required in advance of transfers.  
**\$150** security guard fee for all elevator reservations. A minimum of four hours is required. If the move is longer, **\$50** per additional hour must be paid. An additional fee of \$50 per hour is charged for any moves exceeding the four-hour window.

### **MORTGAGE DISCLOSURE FORM**

A **\$50** processing fee is charged for completion of forms or questionnaires other than the standard 22.1 disclosure, for mortgages and refinances.

### **NON-SUFFICIENT FUNDS AND RETURNED PAYMENTS AND CHECKS**

A **\$50** processing fee is charged for any returned check or rejected payment due to problems outside the association's control, such as "non-sufficient funds" or closed bank accounts

## **PARKING**

Monthly indoor parking license fees requiring a minimum six- month agreement:

1P Valet	<b>\$125</b>
1P Motorcycle	<b>\$75</b>
1P and 2P Self-Park	<b>\$125</b>
1P Day Parking	<b>\$156</b>
1P and 2P Premium	<b>\$140</b>
1P and 2P Tandem	<b>\$210</b> (\$105 per car)

### **Daily Parking Coupons**

Parking coupons are available from the management office and Park Tower Market, five for **\$40**. Each coupon is valid for six hours of valet parking. Three parking coupons allow 24-hour stay in the garage.

### **Daily/Guest Parking Rates**

Up to 1 hour	<b>\$10.50</b>
1 to 3 hours	<b>\$12.50</b>
3 to 6 hours	<b>\$16.50</b>
6 to 8 hours	<b>\$20.00</b>
8 to 24 hours	<b>\$35</b>

### **Parking Passes**

3 Days	<b>\$45</b>
5 Days	<b>\$60</b>
7 Days	<b>\$75</b>
2 Week	<b>\$100</b>

### **Loading Dock**

Loading dock parking for active loading and unloading is free of charge for up to an hour. Eight-hour parking passes are available for **\$25**, when space is available.

### **PARTY ROOM**

- **\$150** party room fee.
- **\$200** refundable security deposit for up to eight hours of reserved use of the party room.
- **\$150** fee is charged for up to four hours of supervision whenever alcohol is served.
- **\$50/hr** Security fee is charged for up to four hours of supervision whenever alcohol is served.
- **\$100** per hour charged for any required cleanup is charged against the security deposit.

Any expense including damage exceeding the deposit amount will be charged to the unit owner's account.

The rate of any fees are subject to change without notice by resolution of the Board of Directors.

# **ASSESSMENTS, FEES AND COLLECTIONS**

## **ASSESSMENTS**

All fees charged to an account for association business, activities, services and/or penalties are considered a part of the total assessments due for that unit, and subject to the same timing and collection procedures outlined herein.

Monthly payments are due on the first of each month. Owners may make payment by mailing a check or money order, direct debit, or online payment. Failure to receive a statement does not release unit owners from their obligation to making a payment on time. The management office does not accept cash under any circumstances.

Payments are applied first to oldest charges by date, including fees, service charges and penalties. Payments in excess of what is due will be reflected as a credit.

## **LATE PAYMENTS**

A late charge will be assessed for any payments not received and recorded at the bank by the 10th of the month. Any account with an amount past due by 45 days from the original date of the charges shall be turned over to the association's attorney for collection. All additional charges associated with this legal action will be the responsibility of the unit owner. Also, a unit owner past due on any charges on account 45 days or longer will result in the loss of health club membership, party room and parking privileges for the owner and residents of that unit.

Any owner who has a lingering balance from month to month or does not pay in full such that there is a \$0 balance at the end of the month, will be subject to suspension of parking privileges, health club membership and other services provided by the association.

Furthermore, the association may collect, evict, foreclose or take any other action available against a delinquent owner from among those offered by the declaration and by-laws or any applicable law.

## **RETURNED CHECKS**

A charge will be imposed for any returned check or rejected payment due to problems outside the association's control, such as non-sufficient funds or a closed bank account. After two returns, no personal checks or auto debits will be accepted as payment for a one-year period. Only certified checks or money orders will be accepted as forms of payment.

## **PAYMENT DISPUTE**

In the event of a payment dispute, the owner must produce a copy of the front and back of the cancelled check, or a bank statement with copies of the check. Dispute of a charge or balance due on an account must be made to the management office in writing with as much detail as possible.

# **BOARD OF DIRECTORS**

The board consists of five members elected by the Unit Owners of the association. Board members serve two- year staggered terms and may be re-elected. Any unit owner may seek election to the board. The board's Officers are President, 1st Vice President, 2nd Vice President, Secretary and Treasurer. The board elects its own officers. In accordance with the Condominium declaration and by-laws, annual elections are held each June.



## **BOARD ELECTION RULES**

In addition to the matters described herein, the Illinois Condominium Property Act (765 ILCS 605/), as well as Articles “II” through “V” of the Condominium Association Bylaws, contain additional provisions relating to condominium association annual meetings, board elections, and voting rights. More information, including an “Election Rules and Procedures” packet is available online and from the management office.

### **ANNUAL MEETING AND ELECTION PROCESS**

Each year in June, an annual meeting of the owners will be scheduled, at which the election for vacancies on the board will be held. Only one owner per unit may serve on the board at any one time. Same rule applies to units occupied by multiple owners.

All eligible members who desire to be a candidate must be given an equal opportunity to run. Prospective candidates have three ways to obtain the nomination. First, owners have the opportunity to submit a self-nomination via the Candidate Information form distributed by the association. If submitted to the management office by the deadline, the owner’s name will appear on the proxy mailed to all residents before the election and the annual meeting ballot. Second, a self-nomination via the candidate information form received after the deadline and before the annual meeting may be submitted; however, the candidates name will not appear on the proxy form or annual meeting ballot. And third, nomination submissions after the deadline may be accepted from the floor at the annual meeting.

### **DISSEMINATION AND DISTRIBUTION OF CAMPAIGN MATERIALS**

Candidates shall be allowed to promote their candidacy for election and distribute campaign materials to unit owners by U.S. postal service and during “Meet the Candidate” events organized by the association. For a fee, a list of unit owner addresses will be made available to unit owners by request for distributing candidate information and campaign materials.

The following actions by candidates and supporters is strictly prohibited:

- Leaving materials in hallways or placing materials under unit doors or on the ceiling, doors, floors, and walls of the building.
- Disturbing or interfering with the rights and comforts of residents including going door to door.
- Placing signs or advertisements in unit windows or on any Common Elements or other association property.
- Campaigning and otherwise working in an organized or purposeful way to promote a candidates election while on any common elements or other association property, including but not limited to, the building’s residential hallways and doorways, lobby, health club, laundry room, garage, elevators, stairs and common areas within the mall.

The association will participate in and promote the election process including the following: issuing a preliminary notice calling for nominees by way of a candidate information form which includes a statement signed by the candidate agreeing to abide by the election rules; issuing a formal notice with a meeting agenda, election rules and proxy listing the candidates, scheduling “Meet the Candidates” events; coordinating the annual meeting and election; and engaging a third party election auditor to count the proxies and ballots.

It is prohibited for campaign literature or communications to represent or imply any direct or indirect connection with, or approval of, the association, the board or the managing agent, other than to indicate service on the association's board and/or committees. It is suggested that all campaign materials (including materials distributed by U.S. Postal Service) clearly identify its author or source.

Campaign related complaints shall be submitted in writing to the management office, to be forwarded to the Board of Directors to decide upon an action taken. Candidates found in violation may be fined or disqualified from the election. If the Board determines the violation warrants disqualification, the violator will withdraw from the election and all votes for that candidate whether by proxy or ballot will not be recognized. Disqualification will only be considered for serious or repeated violations of the rules which disenfranchise other candidates, such as but not limited to altering proxies, making door to door solicitations or collecting proxies or distributing campaign materials in the common areas after being warned by the Association not to.

## **VOTING**

Only one voter per unit is allowed to vote and the number of votes is based on the number of vacant board positions. Owners may either vote in person at the annual meeting, or by proxy. The owner may designate an alternate person or "proxy" to cast vote(s) by indicating the individual's name on the proxy form. A proxy may be revoked by written notice to the board, signed by the unit owner(s). A proxy or ballot post-dating any other proxy, signed by the unit owner can also invalidate a pre-dated proxy. The association will be bound by the designation made in the most recent and unrevoked proxy or ballot, and has no responsibility to reconcile disputes between owners and alternates.

Elections for Board Members shall be conducted by secret ballot. The voting ballot shall be marked only with the percentage of ownership interest for the Unit and the vote itself. The Board shall maintain an accurate master registration list of all Unit Owners and their percentage of ownership in the Association. Each ballot will have a code referencing the particular unit on the registration list for verification purposes by the election tabulators (auditing firm hired by the Board).

The election tabulators shall be responsible for distributing ballots to the Unit Owners or their proxy holders at the Annual Meeting. A ballot shall be issued following verification that the person requesting a ballot is a Unit Owner or the proxy holder of a Unit Owner. Every Unit Owner voting in person and every proxy holder shall present picture identification at the time they request a ballot. If the Unit Owner voting by proxy does not designate an individual on their ballot as proxy holder, the election tabulator shall be considered the proxy holder and exercise their vote as specified on the proxy.

The master registration list shall be kept at each election and marked when a ballot is issued for a Unit. The list shall also be marked to indicate whether the ballot for a Unit was given to the Unit Owner, to the proxy holder, or if the election tabulator exercised the vote as specified on the proxy.

Voting will be conducted exclusively by means of the secret ballot or by proxy. Ballots will only be available at the annual meeting, and shall be completed and submitted in person at the annual meeting. Ballots or proxies received after the close of voting will not be counted.

Ballots and redacted proxies may be examined only after the election tabulator has certified the results of the election, and after receipt of a written request for review of documentation, consistent with any rules or procedures in place at the time of the election. (Proxies may be examined only after the unit owner name, unit number and signature has been redacted.) In order to expedite the counting of the votes, the election tabulator will not respond to inquiries from candidates or candidate representatives

until after the counting of all of the votes have been completed. Detailed information is available in the Election Rules and Procedures packet online and from the management office.

## **ASSOCIATION NOTICES**

Electronic delivery of notices and the other communications required or contemplated by the Illinois Condominium Property Act may be delivered to each unit owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted. A form shall be provided for this purpose.

Each unit owner may designate an electronic address or a U.S. Postal address, or both, as the unit owner's address on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Illinois Condominium Property Act or any condominium instrument. A form shall be provided for this purpose.

## **BOARD MEETINGS**

Regular meetings of the board must be held at least four times a year. Meetings are held in the Party Room. Prior to each meeting, notices will be mailed consistent with the bylaws and placed on the bulletin boards throughout the building. All owners are encouraged to attend. The agenda will be e-mailed and copies made available in the distribution bin across from the receiving room prior to the board meetings.

The minutes are placed in the wall-mounted tray opposite the receiving room each month. Minutes are also available online and from the management office.

Pursuant to Illinois law, any registered unit owner may record official board proceedings by tape, film or other means subject to the rules below:

1. Recording is limited to the official meeting of the board in which business is conducted. It does not include any segments prior to official commencement of the meeting or after the official adjournment. Such prohibited segments include, but are not limited to, owner commentary sessions, exhibits, and outside speakers.
2. The recording of such meetings shall be performed in a manner that will not disrupt the meeting.
3. Any unit owner who creates a disturbance or disrupts the meeting may be subject to a fine and/or expulsion from the meeting.
4. Any unit owner who intends to record a board meeting shall advise the chair person prior to the commencement of the meeting so that an announcement can be made to those in attendance at the meeting that it is being taped.
5. Audio recorders shall be hand held in a stationary location.
6. Audio recorders or video recorders are not allowed, other than the official audio recorder used by the board, to be placed on the board table.
7. Video recorders shall be placed on a tripod, or hand held, in a stationary location. Any unit owner filming or videotaping a meeting shall sit off to the side of the audience section and facing the board. Only board members, management officials and speakers addressed by the chair may be recorded.
8. Video or audio recorders shall not be set up or held closer than six feet from the board's table.

9. All audio and video recorders shall be battery operated; power cords are prohibited. Additionally, all lighting devices, including flash, strobe and spotlights are prohibited.
10. Only unit owners are permitted to record meetings. Unit owners shall not utilize any information obtained as a result of the recording of such meetings for any improper purpose or for any use unrelated to the unit owner's interest in the association, and such recordings or copies thereof shall not be provided to any person who does not have a right to attend meetings of the board.
11. Owners intending to record a meeting shall sign a form in advance of the meeting acknowledging the recording policies. Management will have forms available for this purpose at each meeting.

## **BUILDING SECURITY AND STAFF**

### **FRONT DESK AND SECURITY STAFF**

The primary duty of the 24-hour Front Desk and Security Staff is for safety and to regulate traffic coming into and out of the building. Unless relieved by a co-worker, door staff is not allowed to leave the entry area. Keys or money shall not be left with the door staff. The association does not take responsibility for any items left at the front desk including envelopes, letters, and packages.

No packages shall be left with the doorman, except medical supplies, perishables, and flowers. Individuals who choose to leave other packages at the front desk which shall follow these guidelines:

1. The envelopes shall not exceed the size of a business sized envelope.
2. The packages mentioned above are only accepted when the receiving room is closed.
3. All responsibility is waived for lost or stolen items.

Door staff shall announce all visitors by name and secure the resident's permission before admitting any visitor. Additionally, all visitors shall sign in at the front desk before entering secured areas of the building. Unrecognized individuals, including residents, may be asked for identification.

In the event a party room function is scheduled, those persons whose names are on the list will be admitted. See the "Party Room" section for additional information.

Emergency situations such as fires, floods, and/or health emergencies should be reported to 911 first, and if time permits the door staff immediately thereafter. Other issues or problems including but not limited to noise, leaks, maintenance, suspicious behavior, packages, or other security problems may be addressed by the front desk staff when the management office is closed.

### **MAINTENANCE STAFF AND ENGINEER**

The building engineer and staff are employed to operate and maintain the mechanical systems and common elements of the building. Unless an emergency exists, no work will be performed within individual units by maintenance staff without a service request order. Only the work itemized on the order will be performed. Service request orders must be placed through the management office via phone or e-mail, with the exception of emergencies such as leaking or flooding.

The cost of most maintenance work performed by the association employees to fixtures or property inside a unit will be charged on a time and material basis. A minimum charge will be applied to the first half-hour with additional charges for each additional 15 minutes of work. The cost of materials is separate. Work orders requiring a licensed plumber will be charged at the plumber's rate plus the cost of materials. Some basic plumbing is approved for work orders at no charge including the replacement

of faucet washers, aerators, and unclogging drains. A list of common parts and materials for work orders is available at the management office.

Do-it-yourself repairs to heating, air cooling, electrical, plumbing, or other mechanical systems are discouraged without contacting the management office to set up a consultation with the maintenance staff.

Residents who misuse these items will be held responsible for any damages caused.

### **Routine Maintenance**

From time to time, the maintenance staff will be scheduled to conduct required in-unit routine maintenance. Unit owners will be notified in advance of such work including the changing of heating/air conditioning filters. The owner will incur any expenses resulting from failure to allow maintenance staff access to the unit.

A general notice will be posted throughout the building at least five days prior to commencement of work. Whenever possible, notice will be given to individual units at least 48 hours prior to entry unless an emergency situation exists. Notices will also be posted on channel 195 as deemed appropriate.

### **Private Jobs by Maintenance Staff**

The building engineer and maintenance staff are strictly prohibited from performing private work for residents during their regular hours of work. Employees may perform work in units when off duty. The unit owner and the employee shall negotiate the scheduling and charges for such work when the employee is off duty. Any loss or liability resulting from work performed by an employee while off duty shall be the sole responsibility of the employee and the unit owner for whom such work was performed, and neither the association, the Board, nor the management office are liable for any disagreement on work performance.

### **MANAGEMENT OFFICE**

The management office is located in the southeast corner of the mall in Suite 107. Office hours are Monday through Friday 8 AM to 5 PM except on Thursdays when open until 6 PM. The office is closed on Saturdays, Sundays, and Holidays.

The purpose of the management staff is to conduct the day to day business operations as directed by the board, including but not limited to collecting assessments, maintaining the building, managing the staff and projects approved by the board, producing monthly financial reports for the board and enforcing the rules. Because of the nature of the association's business and operations, residents and owners are welcome and encouraged to contact the office to schedule appointments to address issues, complaints or make general inquiries and conduct business requiring the board's attention.

### **Request to Examine Association Records**

A unit owner, authorized agent, or attorney for the owner (collectively referred to as "Requestor") seeking to review specific association documents and records must submit a request in writing to the attention of the property manager on a form distributed by the management office. The request must state the purpose for reviewing specific documents and records and be submitted to the management office. The management office has the right to grant or deny requests based on provision found in Section 19 of the Illinois Condominium Property Act and Chicago Condominium Ordinance.

The requestor may be charged for the cost of retrieving and making requested copies available for examination. If copies are needed, there will be a charge per page. Copy fees will be waived for board members and chairs of committees. A written request is required from all requestors.

Video footage of the common areas (i.e., front desk, loading dock, circle drive, garage, elevator, etc.) may be requested for review within three (3) business days, if still available, with a valid purpose and a reasonable limited time.

### **STAFF COMPLAINTS AND DISPUTES**

Abusive or threatening language or acts directed toward any employee, board member, resident or the management of the Park Tower Condominium Association by any owner, renter or guest thereof, may result in the imposition of fines and/or termination of privileges after an appropriate hearing by the Rules and Regulations Committee and recommendation to the board. This includes threats and disruptive behavior. Complaints regarding an employee's performance or behavior should be addressed to the management and complaints about management should be forwarded to the supervisor with the managing agent or the board president.

## **COMMISSIONS/COMMITTEES**

The board has authority to establish Commissions (hereafter referred to as Committees) by charter to assist and make recommendations to the board. The board appoints the chairman for each committee and maintains all charters containing the guidelines for membership, policies, and procedures. Committees include, but are not limited to the following:

- Budget and Finance
- Health Club
- Home Improvement
- New Resident
- News and Social Media
- Rules and Regulations
- Social

Committee meetings, except those involving either hearings for infractions of the rules or those involving discussion of salaries, wages and benefits of staff, are posted and open to all owners. Owners are encouraged to volunteer and participate in the committee process. From time to time, the board may call for volunteers for new or ad-hoc committees to complete specific tasks or make recommendations for proposed projects and improvements. Copies of committee charters are available from the management office and online.

## **COMMON AREAS AND AMENITIES**

The term "Common Areas and Amenities" includes all areas owned by the association for the common use and enjoyment of the owners. Any person who damages the common areas or amenities of the building will be responsible for the damage and subjected to a fine dependent upon the extent of the damage incurred.

## **BICYCLE STORAGE RACK**

The outside bicycle rack is designated for transient and daytime storage only. Any bicycles left after midnight will be removed and held for 30 days. Bicycles will not be released until a fine is paid. After seven days, the bicycles will be subject to disposal. The association will not be held liable for any loss or damage to a bicycle. Limited overnight parking is permitted for guests upon signing in at the front desk.

## **BICYCLE STORAGE ROOM**

Residents interested in storing bicycles in the bike room shall acquire proper registration with the management office. An annual registration fee, not subject to proration, is charged per bicycle. The bicycle storage room is located on the first floor adjacent to the loading dock with limited space. The board reserves the right to designate specific spaces to the elderly and persons with limited physical ability.

Placing a bicycle in an unauthorized stall, leaving a bicycle in the aisle or chaining a bicycle to the fence or any other unauthorized location on any part of the condominium property will subject its owner to a fine for each occurrence.

The following rules apply:

1. All bicycles shall be properly registered with the management office and have an official decal fixed to them. Any bicycle not properly registered will be immediately removed.
2. Bicycles shall be stored in an orderly manner by locking the rear or the front wheel to the storage rack.
3. Bicycles are not to be ridden in the building. Residents shall walk their bicycles in and out of the building.
4. Bicycles shall be moved via the service elevator only through the garage and service entrances.
5. Neither management nor the association shall accept or incur any responsibility for damage to or theft of a bicycle stored in the bicycle storage room and/or the outside bicycle rack.
6. Any bicycle found to be in an unauthorized location, stall or in the aisle will be immediately removed.
7. Placing a bicycle in an unauthorized stall, leaving a bicycle in the aisle or chaining a bicycle to the fence or any other unauthorized location on any part of the condominium property will subject its owner to a fine for each occurrence.
8. Any unauthorized storage of bicycles should be reported to the management office or the front desk immediately. Under no circumstances should the individual handle the problem.
9. Items other than bicycles are not permitted to be stored in the bicycle storage room.
10. The management office maintains a wait list for bicycle stalls. They will be made available to resident owners and tenants on the following basis: First, one stall to a resident owner; second, one stall to a tenant; third, a second stall to a resident owner; and last, a second stall to a tenant.
11. Once a reserved bicycle stall is assigned, it cannot be changed or reassigned by individuals.
12. However, reserved bicycle stalls may be changed or reassigned at the discretion of the management office or the board.
13. New bicycles shall be reported to the management office and require owners to affix the new decals to new bicycles.
14. Resident owners and tenants are not permitted to assign their reserved bicycle stall to another person or to allow another person to use their assigned stall.
15. If for any reason a resident owner or tenant cancels a reserved bicycle stall and then later reapplies, his name will be put at the bottom of the waiting list.

16. Mechanical work shall not be done on any bicycle inside the bicycle storage room or in any common elements inside of the building.
17. Any damage to the bicycles or equipment inside the storage room caused shall be reported to the management office. This includes any damage to other bicycles, storage racks or to the bicycle storage room itself. Failure to do so may result in a fine and termination, suspension, or revocation of bicycle storage privileges.
18. Failure to comply with the bicycle rules will result in the revocation, suspension or termination of resident privileges. Such resident owners or tenants must wait until the following year or the period
19. of suspension or revocation, whichever is longer, before reapplying for a reserved bicycle stall. At such time their names will be put at the bottom of the waiting list.
20. Any bicycle found without a current decal will be pulled and held in storage. A notice will be posted for 30 days at the bikes location. Failure to respond within 30 days will be considered abandonment and the bicycle will be donated to charity.

### **BULLETIN BOARDS**

Bulletin boards are located across from the receiving room, near the elevators on the first floor, in the laundry room and near the service elevators on 1P and 2P. All bulletin boards except the one in the laundry room are for official communications originating from either the management or the board. A portion of the bulletin board located in the laundry room is reserved and unlocked for use by unit owners and residents.

Unit owners and residents may submit requests to the management office for posting of events and notices in the designated areas. Individual notices should be no larger than 3" x 5" and will be posted for a period of 30 days unless other arrangements are made with the management office. Event communication should be no larger than 8 ½" x 11" and will be posted as space allows for no longer than one week.

### **CABLE AND INTERNET SERVICES**

RCN services the building through bulk cable and internet contracts negotiated by the board. Cable and internet services are available to all residents and are both charged directly to the monthly assessments pursuant to section 18.4(o) of the Illinois Condo Act. Residents may purchase additional premium cable services through the provider.

Residents are prohibited from making any modifications or independent connections to the cable and internet outlets. The removal of or modifications to cable and internet connections is strictly prohibited. Residents will be charged and fined for any repairs necessary to correct such unauthorized modifications.

### **CORRIDORS AND STAIRWAYS**

Obstruction of the common areas, including corridors and stairways creates a fire and safety hazard and is strictly prohibited. Boots, doormats, strollers, umbrellas, water cooler bottles, and other items shall be kept inside units.

Unit entrance doors shall be kept closed when not in use. Propping unit doors open violates city fire ordinance and creates air flow problems within the building.

Smoking is prohibited in the stairwells, corridors or any common areas of the building.



Newspapers left in front of resident entrance doors for more than two days will be removed and disposed of by the building maintenance staff.

Residents may not sweep anything out of the doors into the hallways, corridors, stairways, or elevators or throw anything out of the windows.

Water deliveries shall not be left in the hallway and should be arranged for a time residents are home.

### **DOLLIES, FLATBEDS, AND LUGGAGE CARTS**

Dollies, flatbeds, and luggage carts are available to residents for loading, unloading and transporting of heavy duty items such as appliances, construction tools and materials, furniture, groceries, household items, packages, etc. and can be checked out by signing in and out at the front desk. A valid ID is required. All carts shall be returned within an hour, unless an extension is granted. Under no circumstances shall a cart be removed from the building property.

Misuse or abuse of association property is prohibited. Cost to repair any damages will be assessed to the resident's account.

Luggage carts shall not be used for moving, furniture, and construction.

### **ELEVATORS**

Passenger elevators #1-4 are designated for the transportation of passengers only. Elevators #5 and #6 are service elevators with access to the garage. The #5 elevator can be set to answer calls in the corridor and be used as a passenger elevator. Elevator #6 is a service elevator and can be accessed only through the service entrance. Security cameras are located in each of the elevators.

Bicycles, golf bags, laundry carts, luggage racks, open shopping carts, skis, and any large items shall be transported via the service elevators only. Wheeled items are not permitted in passenger elevators other than suitcases, wheelchairs and baby strollers.

All workmen and trades people delivering materials and/or equipment or rendering services to residents shall use the service elevators. Opening of the hatch at the top of the elevator for any reason is prohibited.

Only service elevators are permitted for the purposes of construction, deliveries (appliances, furniture, and other large items), moving-in and out of the building, and transfers. Reservations are required ahead of time and can be made by contacting the management office. Owners and residents who pay to reserve the elevator will have priority use over those who do not. Individuals who reserve the elevator in advance will be allowed four hours for the use of the elevator and a four hour dock parking pass for one vehicle. Failure to make a reservation in advance may create a significant delay or inconvenience residents. Security Guard supervision is required.

Owners will be charged for any associated damage to the common elements.

### **FIRE EXTINGUISHERS**

Hand-operated fire extinguishers and fire hoses are located in the stairwells on each floor, the laundry room, and the garage. Fire extinguishers shall not be removed except in a fire or other emergency. See the emergency and evacuation procedures manual for more information.

## **GARAGE**

Parking is available in the garage for cars, SUVs, motorcycles and any other automobiles or vehicles with combustion engines or electric motors. With the exception of the driveways and temporary parking in the front Circle Drive and the back dock for unloading and loading, such vehicles are not allowed anywhere on the premises including common areas and in the units.

### **Permitted Vehicles**

The following are defined as permitted vehicles: passenger-type automobiles not exceeding 5'10" high by 6' wide; licensed and registered motorbikes and motorcycles; sports utility vehicles (SUV's); taxis.

### **Non-Permitted Vehicles**

The following are defined as vehicles that are not permitted to park in the garage: abandoned vehicles such as: vehicles in a state of disrepair rendering it incapable of being driven in its present condition; vehicles without a current or valid license plate or municipal sticker; and vehicles clearly indicative of being abandoned; boats; campers and recreational motor vehicles (RV's); commercial vans or pickup trucks; emergency vehicles (ambulances, fire and police department vehicles).

### **Types of Vehicle Parking**

Although units are not assigned parking spaces, both valet and reserved parking are available to residents by license for a monthly fee. The management office will maintain a waiting list if the garage has reached its capacity. Guest parking is available for a fee.

**Guest Parking** - As a service to our owners and tenants, some spaces in the garage are kept available for guest parking. Guest coupon books are available for sale from the management office and the Park Tower market. Coupon books are sold in strips of five coupons and each coupon is valid for six hours. Three coupons are required for a 24-hour stay in the garage.

**Monthly Day Only** (mall merchants and their employees only) - The hours for monthly day only parking are from 7:00 AM until 7:00 PM. Overnight parking for monthly day only parkers is prohibited and may result in the towing of the violator's car at the owner's expense. Mall merchants and their employees are not eligible for valet monthly parking or reserved parking.

**Motorcycle Parking** - Motorcycles may park only in designated spaces and are subject to all of the same rules and regulations as for other motor vehicles.

**Non-Resident Valet Parking** - Indoor parking is offered at a premium rate to non-residents of Park Tower and is subject to two months deposit and first month license fee paid upfront with a cashier's check or money order.

**Reserved Parking** (assigned spaces, non-attendant-assisted) - Reserved parking is available on levels 1P and 2p.

**Reserved Premium** (assigned spaces, non-attendant assisted) - Reserved premium spaces are located on levels 1P and 2P. Generally, these locations are the aisles closest to the doors, or above average sized parking spots.

**Tandem Parking** - Park Tower provides a limited number of fore/aft tandem assigned parking spaces at reduced cost. These spaces will be offered to owners and tenants on a "partner" system. It is the responsibility of owners or tenants who wish to take advantage of a tandem space to find their own

partners. Tandem parkers who lose partners must find new partners within 30 days in order to keep their spaces. A tandem parking space may not be used as a single parking space unless there are extra tandem spaces available and the parker pays the full tandem rate.

**Valet Parking** - Valet monthly parking is allowed only on level 1P.

### **Parking Rules And Procedures**

The daily operations of the garage are the responsibility of the parking attendants and management. All business inquiries, suggestions or complaints should be directed to the management office, not to individual attendants. Parkers who would like to appeal a specific decision made by the management personnel may submit a written request to the management office to be forwarded to the board for review.

The management has the authority to consider any vehicle found in the garage without a valid Park Tower decal, hourly parking ticket or a temporary garage permit to be illegally parked, and to tow the vehicle away at the expense of its owner. All regular garage parkers shall sign a license agreement regarding the rules and regulations before being given permission to park. Tenants applying for parking shall also have the unit owner's authorization, and the unit owner shall sign the agreement.

All vehicles shall be registered with the garage office and display on the windshield a garage parking decal, an hourly parking ticket, or a temporary garage permit. Vehicles that display none of the above will be considered illegally parked and towed at the owner's expense. The association will not be liable for any damage to the vehicle.

The license agreement may be revoked and a vehicle may be towed at any time should a resident be found in violation of the following garage policies:

1. All non-owner residents shall have the owner's permission to rent garage space.
2. Parkers shall inform the management office when obtaining new vehicles so that new decals can be issued.
3. Parkers are prohibited from assigning garage spaces to others and/or allowing guests or household employees to use their spaces.
4. Parkers who block other parked vehicles shall leave the keys in their vehicles or at the garage office. Failure to do so may result in towing at the owner's expense.
5. The management office will assign tandem and reserved parking spaces.
6. Valet and day parking on level 1P does not entitle the parker to exclusive use of a specific stall.
7. Parkers with reserved parking will not be allowed to change spaces unless requested in writing and approved by the management office.
8. Parkers who cancel parking license agreement for any reason and later reapply for a space, will be placed at the bottom of the waiting list.
9. The speed limit is 5 miles per hour and must be strictly observed. Parkers who repeatedly drive past the allowable speed limit will lose parking privileges.
10. Automobile greasing, oil changes, painting, repair, spraying or other type of fume-producing work is not allowed on the driveway or inside the garage. Minor emergency repairs such as changing flat tires are permitted when necessary; however, any damage caused to the common area by an owner, guest, tenant, family or invitee shall be paid for by that owner.
11. All cancellations require a 30-day written notice and the return of the parking sticker. Failure to comply will result in the loss of security deposit.
12. For purposes of security and efficiency, all monthly parkers are required to use their security devices to exit the garage. The garage management will note monthly parkers who do not use

their devices. A letter will be forwarded to monthly parkers who are in violation. Repeated offenses over a 30-day period will be considered a breach of the agreement and will be referred to the rules and regulations committee and may result in a fine and/or loss of parking privileges.

13. Parkers will be responsible for cleaning of any fluid leakage. The parker will have two weeks to clean up the leakage. If the owner does not comply with the request, the management office will assess the cleaning charge. In the event the fee is not paid in 30 days from the date of billing, and/or the automobile leak has not been corrected, the parker will lose parking privileges.
14. Vehicles may need to be moved from time to time for cleaning or maintenance of the garage. Reasonable notification will be given. Failure to move a vehicle may result in a fine or towing at the parker's expense.
15. All vehicles shall be in an operable condition. A vehicle left inoperable for more than 30 days may be towed at the owner's expense and the parking space will be lost.
16. Parkers assigned to 1P spaces are advised that this level of the garage includes valet parking, and that self-park and tandem spots, which may cause occasional blocking of the vehicle by other parkers and require assistance of a garage attendant.
17. Parkers on the wait list will be contacted as spaces become available in the order of sign-ups. A wait-listed parker who rejects a reasonable space when one is offered will be moved to the bottom of the list. Failure to accept a space within 24 hours of notification will result in being bypassed.
18. Owners are responsible for all licensee fees related to their unit, including those of co-occupants and renters. The fees will be charged to the owner's account and are subject to the same payment terms and late fees as other charges.
19. A third vehicle associated with any single unit may only be parked using valet service.

### **How Parking Spaces Are Assigned**

Monthly parking spaces will be made available to owners and tenants on the following basis: First to Park Tower resident owners: a reserved or unreserved space or a reserved two-car tandem space; second to Park Tower resident owners: a second individual reserved or unreserved space; third to tenants: a reserved or unreserved space; and last to tenants: a second individual reserved or unreserved space.

### **Parking Fees**

The board has the right to assess and collect fees from people who use the garage. Monthly fees are billed separately to the unit owner. In the event of non-payment, fees are added to the monthly assessment of the unit where the parker resides. Delinquent fees become a lien on the unit. The lien may be perfected and foreclosed in the manner provided for in Section 9 of the Illinois Condominium Property Act, as amended. The owner(s) of the unit where the parker resides will be responsible for fees assessed or liens placed on the unit, regardless of whether the parker is an owner or tenant.

The monthly parking fee is due from the unit owner on the first of each month and is considered delinquent on the 10th of each month. (If the parking spot is licensed to a renter, it is understood that the unit owner and renter should come to an agreement about how payment will be rendered.). Parking fees and late fees are subject to change. A late fee will be charged for payments not received by the 10th of each month. Delinquency in payment of forty-five days or longer may result in the loss of parking privileges, the unit owner's account being forwarded to the association's attorney for collection and the vehicle being towed at the owner's expense, without liability to the association for any damage caused. Interest may be applied to overdue accounts. Four delinquencies within a 12- month period will result in revocation of parking privileges.

A one-month security deposit is required for all new monthly parkers. This deposit may not be used to pay for the last month's parking fee.

Credits will not be allowed for any absence from the garage. No credit will be given for vacation or other periods when the space is not in use.

In the event of a dispute, parking fees shall continue to be paid on time until the dispute has been resolved.

### **Damage Claims**

Any damage claimed shall be filed in a written report to the garage attendant on duty before the vehicle leaves the garage premises. The association is relieved of any liability for damage reported after the vehicle has left the garage premises. Once a claim has been made and liability acknowledged by the management, the parker may choose to arrange repair to the vehicle through Park Tower or be compensated for the damage based on competitive estimates from two repair shops: one chosen by the claimant and one by the management.

The association's liability is limited to a maximum of \$500 in reimbursement per claim for damage to a vehicle. This limitation is included in the garage license agreement.

Claims against the association will not be accepted or considered unless a garage attendant caused the accident, or unless there is reasonable evidence that the damage occurred in the garage. All vehicles driven in the garage by anyone other than a garage attendant are driven at the sole risk of the owner.

The association is not responsible for scratches, door chip damage or damage to bumpers on vehicles parked in the garage, unless reasonable evidence is present that an attendant took possession of the vehicle and caused the damages. Management will investigate all such damage claims and make a determination based on the evidence available. If a parker finds a flaw with the determination of management, the decision can be appealed in writing to the board.

The association is not responsible for personal property left in the vehicle.

### **Damage to Garage Property**

Any damage to the garage caused by parkers will be the sole responsibility of the parker. Reimbursements shall be made within 30 days of the date that the parker receives written notification of the damage, the date of its occurrence, and repair costs. In the event of non-payment, reimbursements become a lien on the unit. The lien may be perfected and foreclosed in the manner provided for in Section 9 of the Illinois Condominium Property Act, as amended. The owner(s) of the unit where the parker resides is responsible for reimbursements assessed on or liens placed on the unit regardless of whether the parker is an owner.

### **Termination of Parking Privileges**

Parkers who no longer reside in the building will have their privileges terminated.

Parkers may have their parking privileges revoked if they accrue four delinquent charges in a period of one year. The board may designate a person, persons or a commission to make determinations of violations. In case of an alleged violation, the parker will receive written notification of the date, time and location of this hearing at least 10 days prior to the date.

In the event that parkers whose parking privileges have been suspended continue to park their vehicles in the garage, the vehicles will be towed from the garage at the owners' expense.

## **HEALTH CLUB**

Health club facilities are available for use by members only. The health club is located on the second floor and is open year round. The club offers an indoor pool and whirlpool, an outdoor wading pool, a weight room, cardiovascular machines, a racquetball court, saunas, locker rooms, and other amenities. Three types of membership are available: single; double, which is limited to two persons occupying the same unit; and family which is limited to 2 parents and 2 children or 4 family members occupying the same unit. Membership is subject to a fee. The membership agreement is available from the health club attendant and the management office.

## **Terms and Conditions**

Health club facilities are available only for the use by members. Membership fees shall be paid by check or money order or added towards the next monthly assessment. Membership fees are not refundable for any reason and apply only to the time period following payment of fees. Membership is offered for a six-month or a one-year. Guest passes are available at a reduced rate from the health club and the management office. Members may be accompanied by a trainer, and children under 16 years of age who are members may be accompanied by a guardian. If the trainer or guardian are using the facilities, a guest pass must be purchased.

Cash shall not be accepted for membership dues or guest passes.

Entering the health club facilities by non-members is not allowed, with the exception of prospective buyers or renters, being escorted for viewing only by a current unit owner or real estate agent after receiving permission from the management office or checking in at the front desk. Unit owners (or their guests or renters) found to be using the facilities will be considered trespassing. The unit owner will be charged the full rate of a membership.

Additional rules and terms and conditions for use by members are posted and included with the membership agreement, and shall be followed by all members, their guests, trainers and guardians.

## **LAUNDRY FACILITIES**

The laundry facilities are located on 1P and is accessed only by the service elevators. The laundry room is available to residents only and for personal use only. Facilities are open and accessible every day from 5:00 AM to 1:00 AM.

The washers/dryers do not accept cash. Park Tower management uses a vendor to service washers and dryers. Laundry cards may be purchased through the VTM machine located in the laundry room for a \$5 fee. Money can be added to the card in denominations of \$5, \$10, or \$20.

In case of a machine malfunction, residents shall place an "Out of Order" sign on the machine and notify the management office of the problem. The service company will reimburse the resident for any money lost as a result of malfunctioning equipment or a defective laundry card. Management office may be contacted to initiate the reimbursement process.

Residents should contact the management office or the building staff immediately in case the VTM machine is inoperable. \$5 "emergency card" may be borrowed from the front desk. This card and any monies used shall be returned to the lockbox in the front lobby on the same day.

Smoking and eating are prohibited in the laundry facilities.

Ironing and hand-washing laundry is prohibited. Rinsing and treating stains of individual items can be done at the washbasin.

Tables and countertops are intended only for folding and organizing laundry.

Laundry appliance shall be kept clean including exterior appearances and interior washers and dryer lint traps. Patrons should remove laundry no later than five minutes after the completion of the cycle.

The association does not assume responsibility for any loss or damage associated with the use of the laundry machines and/or any laundry left unattended.

### **LOADING DOCK**

Parking is available for one hour on the loading dock between 7:30 AM and 8:00 PM, for loading and unloading. Parkers shall sign in on the posted clipboard on the wall next to the security office, and get a dashboard pass from security, the management office or the front desk.

For moves, construction projects or other activities requiring extended parking on the loading dock, please see the relevant topics for the applicable policies regarding use of the loading dock. Four-hour parking is permitted on the dock for residents who have scheduled a service elevator.

Eight-hour parking passes are also available for purchase by residents and their contractors performing construction, remodeling or other similar services to their units. Passes are available from the management office. Parking is permitted during Monday through Friday, 8AM to 5PM; until 6PM on Thursdays. Parking in excess of eight hours will subject resident to the risk of being towed and/or fined.

### **LOBBY AND MALL**

The lobby area provides temporary seating for residents and guests. Prolonged socializing is not allowed in the lobby or at the front desk; neither are eating, drinking or smoking. The front desk phone is limited to use by building staff only.

The mall is a place where residents and guests are conducting business. Running, playing, excessive noise, and playing with toys in the mall area is prohibited.

Individuals wearing swimsuits, pajamas, robes and other similar apparel, or those without shirts or shoes are not permitted in the public areas or on the passenger elevators.

Bicycles, roller-blades, skateboards, scooters and other similar equipment shall not be used in the lobby, mall or other common areas inside the building.

Residents may not unnecessarily occupy the time of the door or security staff.

No soliciting of any kind, such as soliciting services, commercial/business activity, begging, campaigning/petitioning, is permitted without the prior written permission of the board.

## **PARKING AREAS, CURBS, DRIVEWAYS**

The Chicago Fire Department requires open driveways. Therefore, parking must be limited to fifteen minutes and the door staff must be informed as to where the parker can be reached within the building. Persons parking in the driveways are required to register at the front desk. Vehicles in violation of these regulations will be towed at the expense of the parker.

One hour parking is available in the dock area behind the building for individuals actively loading or unloading materials

## **PARTY ROOM**

The party room is located on the second floor and is available for use by owners and residents. The room is equipped with a complete kitchen. A fee is charged and a refundable security deposit is required for up to eight hours of reserved use of the party room. All requests for the use of the party room must be submitted to the management office in writing at least one week in advance of the requested date. Reservations for the party room are based on a first come basis on any day other than New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day; except that association events have first priority for the use of the room. The board and management reserve the right to permit the use of the room as they deem appropriate.

### **Party Room Rules**

1. Party room may be used for free for events and functions to which all residents are invited.
2. The maximum number of guests permitted is 75.
3. The resident must be in attendance at all times.
4. In the event resident is unable to control guest conduct, the security officer or the management office has the right to halt the party at the host's expense.
5. Management reserves the right to grant or deny requests for the use of the party room based on the type of a function, the number of attendees and security needs.
6. Guests may not be charged an admission fee and liquor may not be sold at private parties.
7. A security officer must be present for all parties serving alcoholic beverages. A fee is charged in advance for up to four hours of supervision provided by the association.
8. At least one week prior to the requested date, the resident must provide the management office with a guest list. Each guest must provide identification to present to the door staff who will have the attendance list. Failure to submit a guest list one week prior to the scheduled event may result in the mandatory cancellation of the function.
9. Guest activity beyond the party room is strictly prohibited.
10. Live bands and/or loud noise are not permitted.
11. The party room may not be used for commercial purposes except by mall merchants.
12. Party room reservations are subject to the payment of fees one week in advance. The reservation fee will be refunded only if the cancellation is made at least three business days prior to the scheduled event.
13. Non-owner residents can reserve the party room only by obtaining the unit owner's permission. Owners are responsible for any and all applicable fees and damages.
14. Any unit owner or resident who wishes to use the party room for a maximum of four hours per week, and a maximum of two hours in any given day, may do so at no charge, provided the use is for activities that are open to all residents, but residents only. Such activities may not be commercial in nature. A waiver of liability must be signed by the individual using the room and can be obtained in the management office. The unit owner or resident may book the two hour time slots no more than one week in advance. A security deposit must be left with the management office and may remain in the office for repeat uses of the room. Activities that may



cause physical damage to or soil the party room in any way are prohibited. The kitchen may not be used in conjunction with the use of the room. Only individuals or groups of five or less may reserve the party room at no charge.

15. Illegal and/or offensive activities are not permitted in the party room.
16. All activity shall end by midnight. A minimum of two hours must be allotted to permit adequate clean up between events. In the event the room is not properly cleaned, management has the right to apply the cost of cleaning against the security deposit.
17. Any expense including damage to equipment, the building or association property caused by the resident or guest(s) shall be the responsibility of the resident, and the cost exceeding the deposit amount shall be added to the owner's account.

## **RECEIVING ROOM**

The receiving room is located on the first floor, east of the service elevators. Packages may be delivered to the receiving room.

The receiving room attendant will accept packages only during the hours posted and will notify residents by a written notice placed in their mailboxes. The receiving room attendant will require a signature for receipt of a package.

The attendant will accept cash on delivery (C.O.D.) packages only if arrangements have been made and a check for the full amount has been arranged. The attendant will not accept furs or perishable items such as plants, flowers, or food. Additionally, furniture or other large items will not be accepted by the receiving room. Arrangements for delivery of such items must be made through the management office.

Groceries are to be delivered directly to the unit by the delivery person via the service elevator.

Persons operating the receiving room are independent contractors, not employees or agents of the association. The association assumes no liability for any loss resulting from the receipt of parcels or dry cleaning, laundry or shoe repair service.

## **ROOF GARDEN AND SUNDECK**

The roof garden is located on the south side of the second floor and is available for use by all Park Tower residents and their accompanied guests. The sun deck is located on the north side of the second floor (located directly outside the pool area). It is for use by members of the health club only. The roof garden and sundeck will usually be closed during the winter and inclement weather including thunderstorms, snow, ice and temperatures below freezing when there may be a risk of ice falling from the tower.

Association grills may be rented by any Park Tower resident and set up at the far east area of the roof garden located by the circular planter. The terms and conditions for grilling can be obtained by contacting the management office, and reservations can be made at the front desk. Private barbecues, hibachis, or other similar devices are expressly prohibited on the roof garden except for association sponsored activities. Non-owner residents can reserve the association's grills only by obtaining the unit owner's permission. Owners are responsible for any and all applicable fees and damages.

Glass containers are not allowed. Littering, damaging, throwing things (cigarette butts, paper, plastic, etc.) onto or off of the roof garden, or causing any annoyances or disturbances is prohibited. Residents will also be banned from using the area and held responsible for the full costs of repairs to and/or replacement of damaged property.

Smoking is permitted only in the far east corner by the ash tray receptacles located there for that purpose.

### **SECURITY DOORS AND BUILDING ACCESS**

All residents are required purchase a security device (key fob or key card) to use for entry into the building. Residents will be required to use this device to gain access into the building and carry it whenever leaving. To gain admittance without the device, the resident/owner shall return to the front desk, verify identity and sign an admittance form.

Residents shall use caution when entering and leaving the building to avoid allowing access to strangers. All doors requiring the use of a security device shall be closed securely after entering. Any suspicious persons or activities must be reported to the door staff or to the management office.

The individual devices can be purchased and programmed in the management office. Only one such device will be programmed per resident. Loss of key fob should be immediately reported to the management office.

### **STORAGE LOCKERS**

Storage lockers are located on each floor next to the service elevators. The storage lockers are numbered to correspond to unit numbers. Not all units have storage lockers on the same floor as the unit.

Using another unit's storage locker without written permission of the unit owner is prohibited.

Flammable materials, explosives and other materials deemed unsafe or not suitable for storage in a locker by management or the board may not be stored in lockers. Such materials include non-latex or non-water based paint, paint thinner, aerosol cans, cleaning fluids, gasoline, packing materials (i.e. Styrofoam peanuts), ammunition and liquor.

All personal belongings must be stored inside the storage locker. Belongings must not extend outside the perimeter of the storage locker. Belongings are not allowed to be stored in the passageways or closets of the locker rooms. Any belongings stored outside of a storage locker will be removed and disposed of without recourse by the owner. The association is not responsible for any belongings left in the storage room. Belongings are stored at the owner's risk.

## **USE AND OCCUPANCY**

### **APPLIANCES**

Clothes washers, dryers and dishwashers may not be installed without written approval from the association. Traditional washers and dryers may be installed only in combined units, after approval by the board. Written requests for "HE" (high efficiency) low capacity/low suds washers and ventless dryers elsewhere will be considered on a case-by-case basis, and such requests should include the type and model number and who will perform the installation in the case of washers and dryers. Portable dishwashers are prohibited. Replacement of existing dishwashers does not require approval, but shall be "HE" (high efficiency) models only.

The use or storage of any charcoal burner, liquid petroleum, gas fueled or any other open flame cooking devices such as barbecues is prohibited in all units. Outdoor barbecues may be rented from the association.

Generating any excessive odors that enter other units by cooking or use of any appliances is prohibited.

### **CONSTRUCTION AND REMODELING INSIDE THE UNITS**

All construction, remodeling and repairs projects within a unit shall be approved in writing by the association prior to commencement of any work. Unit owners can get a Remodeling Policies and Procedures packet from the management office or online, and shall complete the application and follow the guidelines therein for completing such work. A processing fee is charged for applications for in unit construction, remodeling and repair projects. If there are any changes to the unit that are deemed structural in nature by management, the association's engineering firm will be consulted for guidance and authorization of the project, and the cost of such consulting will be charged back to the unit owner.

Insurance, licenses and permits may be required depending on the type of construction performed. All contractors working in the building are required to carry a minimum \$1 Million of general liability coverage and \$500,000 workers compensation coverage. A certificate of insurance naming the Park Tower Condo Association, its Board of Directors, Managing agent and staff as additional insured, should be presented to the management office for verification before a contractor is hired to perform any work in a unit.

All work shall be performed between 9:00 AM and 4:30 PM Monday through Friday and is prohibited on the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Contractors or any individuals doing work in units shall not use the common elements as preparatory areas or to store tools, equipment and supplies. All work shall be done within the unit. Owners will be held responsible for any cleanup and repairs to damage caused to the common elements. In addition, each evening the area outside the unit and hallway shall be left in good condition. The cost of any cleanup or repairs shall be charged back to the unit owner.

Management shall be provided at least 7 days written notice of any work being done in a unit that requires the shut off of utilities such as cable, electric, telephone or water to other units, and the association shall give all affected units at least 3 days notice.

The service elevators shall be used for the transport of any contractors, tools or materials for any construction, remodeling or repairs. The elevator can be reserved pursuant to the procedures in the remodeling packet. Otherwise, anyone doing such work shall be required to yield to all other traffic such as residents and scheduled moves and the elevator doors shall not be held open.

Any plumbing, tubing or hose under pressure must be made of copper, in accordance with City of Chicago municipal codes.

### **DECLARATION OF CONDOMINIUM OWNERSHIP**

The declaration and by-laws are incorporated into the house rules by reference. Any violation of the association's declaration and by-laws shall constitute a violation of the house rules and will be subject to fine. Copies are available online and from the management office.

### **DELIVERIES**

Park Tower Condominium Association may designate the time and method for moving items to and from the unit such as any furniture, merchandise, goods, freight or other such items. All deliveries shall be made through the rear entrance by use of the service elevators only. The association does not take responsibility for any loss or damage to the property delivered to the building. Deliveries and packages

should not be left with any building employee. Deliveries for non-residents are strictly prohibited. The guidelines for permitted deliveries are as follows:

1. Commercial furniture and appliance deliveries may occur between 9:00 AM and 7:00 PM Monday through Saturday, provided that the delivery does not exceed one hour and does not require an advance elevator reservation. A maximum of three elevator trips will be allowed for such deliveries, with a two-minute maximum of elevator door holding time. Such deliveries will yield use of the elevator to any residents or other individuals that may be present or have a scheduled elevator reservation.
2. Restaurant and grocery deliveries will be directed to the service elevators after signing in at the front desk.
3. Owners, tenants, and guests using carts to bring goods and merchandise into the building shall use service elevators.

The association reserves the right to designate, restrict, and control all sources from which the residents may obtain delivered items such as food, beverages, and laundry for security purposes, and limit entry to the building by trades, delivery and sales people. A sign-in book is available at the front desk, and all service/delivery employees are required to sign in before being admitted into the building.

Residents may not leave deliveries outside the door due to City of Chicago fire code. Building personnel will not sign for any deliveries under any circumstances.

A dolly and flatbed may be checked out by contacting the management office.

## **DISTURBANCES**

In consideration of and cooperation with others in the Park Tower community, residents shall not disturb or interfere with the comforts, rights, safety and quiet enjoyment of other owners, residents and their guests. Disruptive activity shall not be carried out within any residential unit or in the common elements, which may be or become an annoyance or nuisance to the other owners or occupants. While the proximity of the units to each other makes it impossible to filter all noise and activity between the units, any disturbance or activity which would in the sole and absolute discretion of the association be reasonably likely to annoy or disturb other residents is strictly prohibited. Examples of a disturbance include but are not limited to: cigarette smoke, cooking and other noxious odors; domestic disputes; excessive volume caused by a musical instrument, radio, stereo, television or other equipment; social gatherings; and vibrations.

Any complaints should be directed to the management office or the building staff responsible for addressing the problem. If a disturbance is not resolved with the assistance of the management or building staff, local enforcement authorities will be contacted.

## **EXTERIOR APPEARANCE**

Residents shall not affix, exhibit, inscribe, paint or post any signs, advertisements, notices, illumination or other lettering on any part of the exterior or common areas of the building. The exterior appearance of the building shall be uniform. Alterations, additions or improvements shall not be made to the common elements of the building except by the board. Nothing shall be affixed to the exterior of the building. Window air conditioning units are prohibited.

Residents shall not use blankets, sheets, foil, or non-standard window coverings in place of draperies or blinds. Residents shall not place objects on any of the windows which are visible from the outside.

The corridor side of unit doors shall not be changed to detract from the general uniform appearance of the doors. A maximum of two locks and a small traditional religious emblem or icon may be affixed to the doorway as a permanent fixture. A holiday display may be attached to the door for a reasonable time period before and after a holiday. The staff will not keep track of decorations but will investigate any complaints from neighbors. Decorative door hangers throughout the year are not permitted.

Political or commercial displays are strictly prohibited.

## **FLOOR COVERING**

In order to minimize the transmission of sound between units, at least eighty percent of the floor in each room, except kitchens and baths, shall be covered with adequate carpeting or other form of padding with equivalent sound transmission characteristics. The foam rubber padding requires a minimum density of 14 lbs/sq", minimum thickness of 3/8", and a minimum weight of 48 oz/sq yd, or other padding with equivalent sound transmission characteristics.

Transmission of noise resulting in complaints shall be investigated.

Prior written board authorization is required for all new installations and replacement of hard surface flooring including parquet, hardwood, wood laminate, marble, ceramic, stone, slate, and vinyl in rooms other than kitchens and bathrooms. Board approval will not be granted unless the following specifications are satisfied:

### **Hardwood Flooring**

Minimum underlayment shall include at least ¼ inch cork for sound absorption (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by at least ½" plywood adhered with latex adhesive to the cork. Hardwood flooring shall be adhered to the plywood per manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission and to allow the flooring to expand with humidity) and shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

### **Marble, Ceramic, or Stone Floors**

Minimum underlayment shall include at least ¼" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by mud flooring and then covered by the marble, ceramic or stone. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and the gap must be filled with insulation board, cork or flexible caulk. The gap shall not be filled with mud flooring or grout. If necessary, baseboard or molding may be installed to conceal the gap.

### **Vinyl and Other Resilient Floor Coverings**

In rooms other than bathrooms and kitchens, the minimum underlayment shall include at least ¼" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor covered by at least ½" plywood adhered with latex adhesive to the cork. Vinyl or other resilient flooring must be adhered to the plywood following the manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and that gap shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

Any other installation methods or alternative underlayment materials also require prior written board approval. Sound-proofing materials other than cork require evidence from the contractor or manufacturer demonstrating that the material has sound-absorbing properties that meet or exceed that of ¼” of cork.

Kitchens and bathroom floors do not require an underlayment.

### **GARBAGE, TRASH, AND RECYCLING**

Trash containers are located at various places throughout the building. Garbage chutes are located on each floor next to the service elevators. Residents shall properly secure trash and push it down completely into the chute or place it in a designated container. Garbage bags and containers shall not be dragged across the floor. Garbage, including food, shall not be left in the service areas. Spills shall be cleaned up immediately or reported to the building staff. Disposal of hazardous materials is strictly prohibited.

Residents shall not place large articles such as appliances, carpeting or furniture in the service area without first contacting the management office. Any charges to the association for the disposal of such items and the cost of any necessary repairs and clean-up will be charged back to the owner’s account. Other large items that are too large to carry shall never be forced into the garbage chute; owners and residents will be responsible for removal. Items that are small enough to carry but too large for the chute shall be taken to the dumpster located in the back of the loading dock.

Arrangements to rent and make exclusive use of a dumpster for construction or other activities can be made by contacting the management office.

Residents are required to recycle aluminum, cardboard, plastic, glass and newspaper. Recycling bins are located in the laundry room on level 1P, and adjacent to the entrance to the service elevators on level 2P. Recyclable materials shall not be left on any floor in the service elevator area with the exception of levels

1P and 2P. Recycle cans are conveniently located near the mailboxes for disposal of junk mail.

### **GUESTS**

Residents shall notify the management of any guests staying in the unit for an extended period of time.

### **HOARDING**

Pursuant to these Rules and Regulations, the Park Tower Condominium Association Declaration and City of Chicago municipal codes 13-196-620, 13-196-630 and 7-28-060, units shall be kept in a clean, sanitary and safe condition. Reference to units includes plumbing, heating, air conditioning units and other fixtures that serve the unit. All property, belongings and fixtures shall be properly used, kept and maintained in a manner that shall not result in a nuisance or otherwise endanger the health or safety of any occupant. The presence of pests, mold, leaking or other unsafe or unsanitary conditions shall be reported immediately.

Nothing may be stored on the premises which promotes unsafe or unsanitary conditions, may cause a fire hazard or otherwise endangers the health and safety of an occupant or neighbors. Nor shall any furniture, equipment, or material which harbors insects, rodents, or other pests including cardboards and food packaging be stored in the unit or common elements. Garbage and perishables may not be stored outside of containers intended for that purpose. Unit Owners and residents shall promptly dispose of garbage, refuse and recyclables, in sealed bags and only in the service area chutes, recycling bins or dumpsters designated for such materials.

The association may conduct routine health and safety inspections with reasonable notice on an annual basis or in response to complaints or evidence of problematic conditions such as foul odors or excessive clutter. Unit owners and residents are required to cooperate with such inspections, and address any conditions found in violation of these provisions. Conditions considered not clean, unsanitary, unsafe or hazardous may include but are not limited to the storage of belongings directly against power outlets or windows; belongings blocking ingress and egress to and from each room and the unit entrance; the presence of pests; spoiled perishables and exposed garbage; improperly stored chemicals or flammable liquids; blocked air vents; or improper storage or use of any belongings, fixtures or materials that may result in damage to property or injury.

Unit Owners and residents are required to cooperate with any cleaning, exterminating and repair procedures necessary to bring the premises in compliance with the city ordinance upon written notice from the association. Failure to comply may result in legal action to compel the Unit Owner and occupants to bring the unit into a clean, sanitary and safe condition. The cost of any such legal action shall be charged back to the Unit Owner. Occupants shall cooperate with follow up inspections scheduled to insure conditions have been corrected and the unit is being properly maintained.

## **INSURANCE**

The association maintains insurance policies covering, among other things including property, public liability, workman's compensation as well as fidelity bonds for employees.

In addition, unit owners and tenant are responsible for insuring the unit and personal belongings on the property, including storage locker items and automobiles in the garage. Unit owners shall obtain a minimum \$500,000 liability insurance coverage for each unit.

If by any act or omission committed willfully or negligently by a unit owner, tenant, guest or household pet, damage is caused to the common elements, or to a unit or units owned by others, or if maintenance, repairs or replacements shall be required due to such acts, then such unit owner shall pay for such damage and any maintenance, repairs and replacements as may be determined necessary by the association. Should any such act result in damages that trigger an insurance claim under the association's policies, the board may charge any relevant deductibles to the unit owner responsible. The association may also charge a fee for the time spent by members of the management and/or employees to respond to such damages and coordinate the necessary repairs and replacements, including if necessary the time required to process an insurance claim and meeting with contractors.

Failure to submit proof of liability insurance in the amount of \$500,000 per unit will result in a \$100 per month fine until such requirement is met and the fine is paid. In addition, the association reserves the right to purchase the required interim coverage (also known as "forced place insurance") until proof of insurance is submitted and charge the fee to the unit owner's account.

## **KEYS, LOCKS, AND ACCESS DEVICES**

### **Access Devices**

A security key fob is necessary to access the building. Owners and tenants are required to submit proof of occupancy prior to obtaining key fobs. Only one key fob is allowed per resident. Access devices shall not be shared with non-residents

## **Keys and Locks**

All owners are required to provide key(s) for all entry locks in case of an emergency. If the management office does not have key(s) on file and an emergency arises, locks may be drilled out or the door may be broken at the owner's expense.

Building staff will also use key(s) to gain entry into units to complete non-emergency service requests such as maintenance and work orders. Resident authorization is required.

The building staff will not admit anyone to any unit in the absence of the unit owner or resident without written authorization of said owner. All persons requesting a key from the management office require proper identification

## **LOCK OUTS**

When the management office is closed, locked out residents can obtain assistance from building staff to enter their unit. A fee is charged for the service. Residents may be required to demonstrate proof of identity.

## **MAINTENANCE**

The unit owner is responsible for general maintenance, repairs and replacements to the convectors within their units, including clogged coils, dripping drain pans and broken fan motors and controls. Having the convector unit cleaned out regularly can result in better air quality and temperature regulation, as well as better energy efficiency.

Maintenance will change the filters once a year when budgeted and check for the presence and functionality of smoke alarm detectors, inspect plumbing fixtures, door closers, kitchen and bath vents and for other health and safety related issues. Additional filter changes can be arranged by request as a work order for a fee charged to the unit owner's account.

## **MOTORIZED VEHICLE POLICY**

Motorized wheelchairs or power-operated vehicles ("motorized vehicles") may be operated on the premises as a result of a disability as defined by state and federal laws.

Residents shall operate vehicles in a conservative and safe manner, taking special precautions near doorways, in and out of elevators, at corners, when approaching pedestrians, when backing up and in other situations that present an additional risk of injury or harm to others in the vicinity, and shall not operate their vehicles in any way that creates a disturbance or threat of harm to the driver, others, or damage to association property.

When used in any indoor common area of the association, vehicles shall not be driven faster than the natural walking speed of any pedestrian in the vicinity. Pedestrians shall always have the right of way over vehicles; whether indoors or outdoors.

Vehicles shall be parked only in designated areas and shall neither block the ingress or egress of any person, nor be operated or stopped in any place or position that creates a trip hazard to any person.

If at any time a resident's driving and parking does not conform to the standards of this policy or otherwise becomes a nuisance or hazard to the other residents at the association, the board may, with proper notice to said resident, restrict the resident from using the motorized vehicle in certain areas and/or at certain times.



Any and all damages caused to the common elements or other units as a result of operating said vehicle will be charged to the unit owner's account.

Additional information about the use of motorized vehicles is available from the management office.

### **MOVE INS AND MOVE OUTS**

All moves require a registration and shall be approved by the management office prior to occupancy of a unit. This includes advanced payment of the registration fee and deposit for processing of sales and leases, registering of all new occupants, hiring of a security guard to supervise moves, inspecting of the common areas before and after moves, and pest inspections. In addition, all new residents are required to submit a credit report to the management office. In case it is not submitted, the association will charge the owner to run the report.

Transfer fee and a four-hour minimum security guard charge applies to all residents who already live in the building and move from one unit to another are charged a transfer and four-hour minimum charge for a security guard. Additional charges apply to any moves exceeding the four-hour window.

Move-ins and move-outs requiring elevator use are subject to the availability of service elevator and shall be scheduled with the management office at least one week in advance. Moves are allowed between the hours of 9:00 AM and 5:00 PM Monday through Friday (except holidays). Four hour parking is permitted on the dock for residents who have scheduled a service elevator.

The unit owner shall be liable for any damage caused to the common elements or any other unit during the move and shall reimburse the association for the cost of repairs. The management office shall notify the owner or the lessee in writing of any damage and the cost of repair. The owner shall reimburse the association for any charges in excess of the security deposit within seven days from the date of the notice. If the owner fails to reimburse the association in timely manner, the amount owed will be added to the owner's monthly assessment.

Unpaid move ins and move outs are prohibited.

### **OCCUPANCY AND USE RESTRICTIONS**

Paragraph 11 of the Declaration places the following restrictions on the use and occupancy of individual units: First, units shall not be used for purposes other than housing and related common purposes for which the property was designed; and second, the maximum number of persons permitted to reside in a single unit shall be observed at all times. All units ending with the numerical designation of 01, 06 and 11 can have up to four persons. All other units can have a maximum of two persons.

### **PEST, INSECT, AND BED BUG INSPECTIONS AND EXTERMINATION**

Most traditional exterminating services are available to residents at no additional charge as part of an ongoing process to prevent insect problems in the building. More extensive infestations, or treatment for pests not covered by that contract can be arranged for a fee. Only licensed and properly insured companies shall be used to conduct extermination inside the unit.

Reporting a pest problem to the management office is vital. If reported immediately, the chances of isolating the problem from spreading into other units is much higher. In the event it is determined that a treatment of the unit for any pests including bed bugs is necessary, resident shall coordinate the cleaning

and/or disposal of personal property (i.e. furniture, clothing, personal belongings, etc.) with the treatment being performed in the unit, so as to protect against a re-infestation of any pests, including bed bugs.

Residents shall comply with any requests for inspection and extermination to ensure health and safety of all residents. Failure to report a problem and cooperate in the inspection or treatment of the unit for pests, including bed bugs, may result in a fine.

Pest control treatments by anyone other than a properly licensed and insured pest control operator is prohibited. For all contractors working in the building, a minimum of \$1 Million of general liability coverage and \$500,000 of workers compensation coverage is required.

### **Bed Bug Inspections and Treatment**

As a part of the association's effort to control and prevent the spread of bed bugs, and consistent with Section 7-28-840 of the Chicago Municipal Code, inspections shall be scheduled in units and common areas throughout the building. Inspections will typically be conducted by a trained and certified canine scent detection team, but owners can opt to have a human inspection as an alternative.

Pro-active inspections will be scheduled and conducted twice per year per unit. Participation will be voluntary. Unless otherwise requested in writing or being present when the inspection team knocks, "No-admit" units will not be inspected. Other unit owners and residents may opt out by notifying the office after receiving the notice or before the date of the inspection.

Upon scheduling of move-outs and move-ins, inspections shall be scheduled. Move-out inspections shall be conducted within 14 days of the scheduled move and prior to any scheduled move in. A second canine inspection shall be conducted within 7 days after a move-in. For protection of incoming residents and to help protect unit owners and the association from liability, any necessary treatment shall be conducted before a move in.

Unit Owners and residents will cooperate with any requests to schedule bed bug treatment within 7 days when physical evidence is found or the pest control operator believes conditions warrant. If more than 1 unit is found with bed bugs on a particular floor, additional inspections may be scheduled and conducted on that floor and the floor above and below.

If physical evidence of bed bugs is found in any unit or conditions in any neighboring unit warrant, treatment shall be scheduled within 7 days. Unit owners and residents shall cooperate with any request by the association to schedule and conduct such treatments. A licensed and insured pest control operator will be responsible to conduct treatments and determine if treatment in neighboring units, also known as 'box-in' treatments are necessary. No treatment of any kind will be allowed by unit owners or residents who are not properly licensed and insured.

The association will schedule treatment through its certified inspection team or pest control operator of record. However, the unit owner may choose a company that meets the following criteria:

- a. All exterminators should have a valid pest control operator's license, all contractors working in the building shall carry a minimum of \$1 Million of general liability and
- b. \$500,000 of workers compensation insurance coverage.
- c. A proposal detailing the planned treatment process is reviewed and found acceptable by the association's pest control operator.

- d. The association is allowed to conduct a follow up inspection within 30 days of completed treatment.
- e. The pest control operator will provide the owner and management a written report of their findings and certification that the treatment is complete.

Often times, proper treatment for bed bugs will include extensive in unit preparations. Unit owners and residents shall comply with any instructions to prepare the unit for treatment. If preparations are deemed insufficient by the pest control operator, a follow up treatment may be scheduled.

Bed bug treatment will be considered successful after passing a follow up inspection. Typically this will be scheduled within 30 days following treatment. If physical evidence is found retreatment will be scheduled.

Consistent with the City of Chicago Bed Bug Ordinance Unit Owners who rent and their tenants shall also have the following specific responsibilities:

#### Tenant Responsibilities:

1. Notify your landlord within 5 days of suspecting a bed bug infestation.
2. Cooperate with the landlord by adhering to the following: don't interfere with an inspection or with a treatment, grant access to your apartment for an inspection or a treatment, make the necessary preparations, as instructed by your landlord or a pest control operator, prior to an inspection or a treatment, dispose of any items that a pest control operator has determined cannot be treated or cleaned, enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

#### Landlord Responsibilities:

1. Educate tenants about bed bugs by providing the "City of Chicago Preventing Bed Bug Infestations in Apartments" brochure when tenants sign a new or renew an existing lease or other rental agreement.
2. Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
3. Coordinate with the association through management to get rid of the bed bug infestation by providing pest control services by a pest control operator and paying for this service.

#### **Cost of Bed Bug Inspection and Treatment**

The cost of bed bug inspection and treatment services conducted by association vendors are subject to change. Therefore, these services will not be listed on the Park Tower Fee Schedule. Interested unit owners and residents should inquire directly to the Management Office for the current anticipated cost of services.

The cost of all pro-active and 'box-in' inspections conducted by a trained canine scent detection team shall be paid for by the regular assessments. The cost of canine inspections for moves shall be included as a part of the registration fee paid by all new residents. The cost of scheduled treatments and all other inspections shall be the responsibility of the individual unit owner. Where 'box-in' treatments are deemed necessary by the pest management company, the association shall be responsible for treatment. Should the unit owner or resident opt for human inspections as an alternative to the canine team, the unit owner shall be responsible for any difference in cost.

Park Tower Condo Association will pay for up to one Bed Bug Treatment per unit per year under the following set of circumstances:

1. Either the resident shall have self-reported the presence of bed bugs (confirmed by canine or human inspection) or bed bugs are found during a regularly scheduled proactive bed bug inspection. The level of infestation should not be found to be severe in the opinion of the Association's pest management company.
2. The resident shall have participated in at least one of the past years' regularly scheduled proactive inspections. In the case of a resident who has moved in within the past year, the move in inspection shall have been performed and passed with no alert.
3. The exterminator confirms any treatment preparations which are the responsibility of the occupant, were substantially completed.
4. The resident shall have purchased mattress and box-spring encasements for the each bed in the unit as a part of the treatment process.
5. The treatment is coordinated and completed by the Association's pest management company. The Association will not pay for services provided by another vendor.
6. The residents occupying the unit at the time of the infestation shall have attended the New Resident's Committee Meeting.
7. This policy may change by resolution of the Board if there are necessary procedural changes or financial conditions that warrant consideration.

The cost of any missed appointments for inspections or treatments, will be the responsibility of the Unit Owner. This includes units not fully prepared or for inspectors and exterminators that are turned away at the door. If the vendor shows up, the association will still be charged, and any expense shall be passed on to the individual Owner.

## **PET REGULATIONS**

Dogs and cats are not allowed. Pets are regulated by Section 11(f) of our Declaration, which states "No animals, except household pets other than dogs and cats, may be kept on the premises." In addition to those excluded by the Declaration, snakes, insects and spiders will not be permitted in any unit. Service animals are permitted on the premises – see "Service Animal Policy" for more information.

No one is allowed to bring dogs, cats, snakes, insects or spiders, or other animals on the premises.

## **REAL ESTATE AGENTS AND BROKERS**

Real estate agents and brokers will not be admitted into the building unless authorized by the owner. Permission form shall be submitted to the management office listing the name of the real estate company and the agent. The agent shall not be allowed to leave unit keys at the front desk.

The management office shall be notified of an open house at least three business days in advance of its occurrence. Real estate agents may only be escorted by an adult upon permission to enter from the unit owner.

Open house signs or sales materials may not be displayed on the premises.

## **SALES AND LEASES**

Owners selling or leasing their units shall obtain a Sales or Lease Procedures packet, which specifies detailed policies and procedures required for the sale or rental of a unit. All requirements therein shall be met prior to executing a sale or lease and scheduling a move in.

## **Sales**

All sales of units in Park Tower are subject to the rules detailed below. Every contract is subject to the first right and option to purchase vested in the board, as set forth in the declaration and by-laws, on the same terms and conditions as set forth in the purchase contract. The association has 30 days following receipt of notice to sale to exercise its right of first refusal, as provided in Section 7(a) of the Declaration. The present owner and prospective purchaser must provide the board with all the requested information prior to the sale. These items should be routed to the board via the management office which is located at 5415 N. Sheridan Road, Suite 107, Chicago, Illinois 60640.

The association requires the following items sent to the management office:

- Completed Sale or Lease Procedures packet (provided by prospective purchaser, listed above)
- A copy of the proposed contract of sale. (At least 10 days before the sale.)
- A copy of the closing statement. Prior to moving into their unit, the new unit owner and the former unit owner shall deliver or cause to be delivered to the managing agent a certificate signed by both unit owners certifying that the sale of the unit has been closed.

Move-ins will not be scheduled and shall not take place until compliance with all requirements specified in the Sales or Lease Procedures packet has been met.

All new owners and residents are required to attend the New Resident Committee Meeting.

Violators will be subject to termination of privileges including entry into the common elements of the building, garage licenses, health club membership, and non-emergency maintenance and work orders.

## **Leases**

Unit owners shall advise the association of their intention to lease a unit and provide a copy of any executed lease to the management office. The association will not become involved in the selection process and shall only facilitate the completion of mandatory requirements such as a completed Sale or Lease Procedures packet and applications, credit checks, elevator and parking agreements, collection of fees, etc.

Prospective tenants may not move in until all requirements specified in the Sales or Lease Procedures packet are met. All new residents are also required to attend the New Resident Committee meeting and will not be entitled to several privileges until such requirement is met.

Additional information is available from the management office.

## **Leasing Policy**

Owners shall inform management in writing of interest in renting out a unit not currently leased. If at that time the percentage of rental units is less than 30%, the Association will allow a lease to be entered into. Should the percentage of rental units at that time be equal to or higher than 30%, the owner will be placed on a wait-list, maintained by management. Management will inform the owner of the status of the request within 10 calendar days.

When the target percentage is reached (below 30%), the owner at the top of the list will be informed the unit may be rented. The owner must respond within 10 days of a desire to lease or management will move on to the next person on the list. Such an owner will have six months during which to purchase a unit for rental purposes, if not already purchased, or to rent out a unit already owned. Once in possession of a unit intended for rental, the right to rent for another six months may be retained so long as it can be demonstrated the unit is either being

actively renovated or a tenant is being sought. Once rented out, the owner of that unit can continue renting it out without regard for the 30% rule.

Owners intending to become new landlords shall have lived in the building (whether as renters or as owners) for the two years preceding the request to lease the unit. The new landlord, after fulfilling the percentage and residency requirements, may rent out the unit either in which they have lived or another unit which they already own.

Owners renting out specific units, at the time of the implementation of this policy, are “grandfathered” owners and may continue to rent these units to either current or future renters, irrespective of rental percentages. If an already rented unit is sold, after the implementation of this policy, the new owner may continue to rent to the lessee occupying the unit before the time of sale without regard to the 30% rule, but the new owner will then be subject to both to the 30% rule and a 2-year residency requirement when that lessee moves out. An owner intending to purchase and/or rent a unit not previously rented out will be subject both to the 30% rule and a 2-year residency requirement.

Original leases will be for a two-year period, with opt-out privileges by which either landlord or tenant can forgo the second year by giving the other party 60 days’ notice prior to the one year anniversary. (Any provision for increasing the rent for the second year should have either been written into the original lease or made clear to the tenant by a similar notice 60 days prior.)

The Board may grant permission to a resident owner to lease a unit without having satisfied the residency or percentage requirements due to hardship. Requests for a hardship exception shall be sent to management in writing.

Leasing of a unit in violation of the proposed rental policy may result in a fine of up to \$1,000 per month upon the unit being leased.

### **SERVICE ANIMAL POLICY**

Pursuant to Section 11(f) of the Declaration, dogs and cats are prohibited from the building. Notwithstanding, the association will reasonably accommodate the needs of a disabled resident as required by the Fair Housing Act and allow trained service or emotional support animal to assist a disabled resident. All requests shall be approved by the board in writing.

The following rules apply to all service animals:

1. Service animals or emotional support animals shall be on a leash or in a carrier while on any common property. Running at large or leaving the animal unattended is prohibited.
2. Service animals or emotional support animals shall not be permitted to defecate, urinate, or track in mud/dirt on the common property. In the event of an accident, the resident shall immediately pick up, clean up, and dispose of pet waste.
3. Service animals or emotional support animals shall be controlled so as not to create a nuisance, including, but not limited to excessive barking while on the property.
4. Residents are responsible for the actions of service animal or emotional support animal, and the costs of repairing any damage caused by the animal.

Failure to comply with the rules may result in removal of the animal from the property.

## **SMOKING**

The release of smoke and other toxic gases and particles from cigarettes, electronic cigarettes, marijuana, and other tobacco products used in an individual unit that permeates any other unit or the common elements is hereby classified as a noxious or offensive activity pursuant to Paragraph 11(g) of the Declaration.

## **SOLICITATION**

Door to door solicitation is prohibited. Solicitation in the common elements is prohibited unless approved in writing by the board including commercial or political handbills, leaflets, fliers or any other printed material. Violators may be denied further access to the residential areas of the building.

## **UNLAWFUL BEHAVIOR**

Residents shall not engage or permit unlawful activities in the unit and the common areas. A resident, guest or other person under the resident's control shall not engage or facilitate in criminal activity, including drug-related criminal activity on or near the premises including illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance. Resident, guest or other person under the resident's control shall not engage in any act of violence or threats of violence including but not limited to the unlawful discharge of firearms on or near the premises. Residents and people under the resident's control may not harass other residents or their guests, management, building staff, and anyone on the property in any manner.

## **WEAPONS**

Residents are permitted to possess firearms in their units consistent with statutes and ordinances of the State of Illinois and City of Chicago respectively.

Owners and residents who are otherwise lawfully permitted to carry a concealed firearm are permitted to transport a concealed firearm during ingress and egress to/from units at the association provided that the firearm is not loaded and is locked with a device manufactured for the purpose of temporarily disabling its use. All visitors and guests of owners and residents may not carry a concealed firearm under any circumstances within any of the common elements of the association or within any association owned property.

The concealed carry of firearms is otherwise specifically prohibited within the common elements of the association including but not limited to: association meetings; board meetings; committee/commission meetings; violation hearings; laundry room; loading dock; commercial mall; management office; party room; garage; outside deck and roof garden; health club and other recreational facilities where a group may gather; and any other formal association gathering anywhere in the common elements or association owned property.

The foregoing restrictions shall not apply to current police officers and retired police officers eligible under a federally approved retired officer concealed carry program such as the Illinois Retired Officer Concealed Carry Program.

## INDEX

Page numbers of key words and headings from the rules and regulations.

access devices	31	fobs	5,26,31	parking damage claims	21
amenities	14	front desk	11, 12	parking fees & rates	7,19,20
annual meeting	9	garage	5,18-22	parking rules	19,20
appliances	25,26,27	garbage	30	party room	7,24,25
assessments	8	grilling	24,25,26	passenger elevators	16,17
association notices	11	guest parking	7,18	payment dispute	8
association records	13,14	guests	23,30	permitted vehicles	18
bed bugs	33-36	guest passes	5,21	pest control	33-36
bike rack	14	guns	39	pets	36
bike storage room	5,14, 15	hardwood flooring	29	phone numbers	2
board meetings	11,12	health club	5,22	real estate agents	36
board of directors	8	health club memberships	5	receiving room	25
building access	26	hoarding	30,31	recording meetings	11,12
bulletin boards	16	injury	4	recycling	30
cable tv	16	insurance	31	remodeling	5,26,27
c.a.l.m.	4	internet service	16	resident registration	6
campaigning	9,10,23	key fobs	5,25,31	reserved parking	18
commissions	14	keys & locks	32	returned checks	6,8
committees	14	late payments/fees	6,8	roof garden	25,26
common areas	14	laundry room	22,23	sales	6,36,37
complaints	14	leases	36-38	scooters	32
conceal and carry	37	loading dock	7,23	secret ballots	10
condition of unit	29, 30,31	lobby	23	security	12
construction	5,27	lock outs	6,32	security doors	26
cooking odors	26,28	luggage carts	17	service animals	38
copying	5	maintenance	12,32	service elevators	16,17
corridors	16,17,28,29	maintenance staff	12,13	side jobs	13
damage to garage	21	maintenance work	13	smoking	28,39
declaration and bylaws	3, 27	mall	23	solicitation	23,39
deliveries	27,28	management	13	staff	11,12,13
disputes	14	management office	13	stairways	16
disclosures	6	marble flooring	29	stone flooring	29
disturbances	28	minutes	10	storage lockers	26
dolly	17	monthly day parking	18	sundeck	25,26
door hangers	28	mortgage disclosure forms	6	tandem parking	18
driveways	24	motorcycle parking	18	terminating parking	21,22
election process	9	motorized vehicle	32,33	transfers	6,35,36
electric carts	32,33	moving	6,33	trash	29
elevators	5,17,26,32	no admit	12,31,34	unlawful behavior	39
emergency	4	non-permitted vehicles	18	valet parking	18,19
exterior appearance	28	nsf fee	7	vehicle damage claims	21
exterminating	33-36	occupancy limits	33	vinyl flooring	29,30
fire	4	package deliveries	11,24,27	voting	10,11
firearms	37	parking areas	7,24	weapons	39
fire extinguishers	17	parking assignment	20	wheelchairs	32,33
flatbed	17	parking available	17,18	window treatments	28
floor covering	29,30	parking coupons	7	work orders	6,12,31