

# **3410 LAKESHORE DRIVE CONDOMINIUM ASSOCIATION**

## **Rules and Regulations** Revision June 15, 2022

Approved by the Board of Directors  
Effective commencing July 8, 2020

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## I. GENERAL

- A. The Association, acting through its Board of Directors, has adopted the following Rules and Regulations, to be effective July 1, 2016 pursuant to Section 8 and 8(d) of Article II of the 3410 Lakeshore Drive Condominium By-Laws of 1995 included as Exhibit C of the Declaration of Condominium Ownership, and the Illinois Compiled Statutes Condominium Property Act (765 ILCS 605).
- B. The Association reserves the right to alter, amend, modify, repeal, or revoke these Rules and Regulations, and any consent or approval given hereunder at any time by resolution of the Association or of the Board of Directors. These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Condominium which are set forth in the Condominium Documents or "Condominium Instruments," including the Declaration and By-Laws of the Condominium. To the extent of any inconsistency, the following will prevail in this descending order noted: The laws and statutes of the State of Illinois, the Declaration, the By-Laws, and these Rules and Regulations.
- C. In the event any provision of these Rules and Regulations shall be held by a court of competent jurisdiction to be invalid or unenforceable, the entire agreement shall not be invalid or unenforceable.
- D. Headings are for ease of reading only and are not otherwise part of these Rules and Regulations.
- E. As used in these Rules and Regulations:
1. "Association" means the 3410 Lakeshore Drive Condominium Association, an Illinois not-for-profit corporation.
  2. "Board" means the Board of Directors of the 3410 Lakeshore Drive Condominium Association.
  3. "Common Elements" or "Common Areas" means all the Property except the Units, and shall include the Limited Common Elements: foundations, walls, roof, pipes, electrical wiring and conduits of the Building (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building and hallways, stairways, entrances and exits, any lobby, any storage areas, and all other portions of the Building. Structural columns located within the boundary of the Unit shall be part of the Common Elements.
  4. "Community Bulletin Board" means bulletin boards designated to contain information and materials posted by Residents, e.g., the Bulletin Board in the Laundry Room.
  5. "Complaint" means a formal report of any alleged violation of the Association's Condominium Instruments and/or its Rules and Regulations, which seeks the formal intervention and action by Management and/or the Board. A person making such a complaint is referred to as "the Complainant."
  6. "Condominium Instruments" means all documents and authorized amendments pursuant to the provisions of "The Condominium Property Act" of the State of Illinois, as amended from time to time.

7. "Grounds" means that portion of the Common Elements that are outdoors.
8. "Limited Common Elements" means a portion or portions of the Common Elements serving exclusively one or more Units but not all the Units, including specifically, but not limited to garage parking spaces, balconies, patios, heating systems and air conditioning systems, any stairway, and such portion of the perimeter walls, floors and ceilings, doors, vestibules and entry ways, and all associated fixtures and structures therein as lie outside the Unit boundary.
9. "Management" means the on-site Property Management Company as selected by the Board.

"Management Office" means the on-site office of the Property Management Company located on the first-floor lobby at the front of the building. Office hours are 9:00 a.m. until 5:00 p.m. Monday through Friday, excluding the following holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day.

10. "Manager" means the on-site Property Manager.
11. "Owner" means a Unit Owner.
12. "Resident" means anyone living or residing in any Unit; this includes Unit Owners and their families in residence or the "Tenants" in any Unit.
13. "Unit" means a condominium unit (Residential or Commercial).
14. "Unit Owner(s)," means the Owner(s), whether in residence or not, of any Unit.
15. "Response" means an answer or reply to a Complaint. The person against whom a Complaint is made, or the person answering or responding to a Complaint, is referred to as "the Respondent" (and may also be referred to as the "alleged offender" or "violation").
16. "Visitor" means any employee, agent, guest, invitee, licensee or other visitor of a Unit Owner or Resident.

**F.** All Unit Owners, Residents, and visitors will always abide by all laws, ordinances, zoning and other governmental regulations, the provisions of the Condominium Instruments including Declaration and By-Laws, and these Rules and Regulations.

**G.** A Unit Owner is completely responsible for conforming to these Rules and Regulations and for the conduct of all Residents in or Visitors to, his/her Unit, within the Unit or any Common Areas. Unit Owners also are responsible for informing Tenants, Residents, and Visitors of these Rules and Regulations.

**H.** A Unit Owner is responsible for informing real estate agents and furnishings a copy of these Rules and Regulations to purchasers of his/her Unit, along with any "resale certificates" and/or other "purchase" or "closing" documentation.

**I.** Any violations of these Rules and Regulations may be reported orally but, must be followed by a written report directed to the Management Office. (See Section XI below.)

**J.** Nothing in these Rules and Regulations is intended to restrict the right of the Association, Management or of any Unit Owner/Resident to notify the police or other County/State/Federal authorities of disturbances of the peace or of other illegal activities, or of health or fire-safety issues, or of concerns for the safety of children or pets, or of concerns about persons who may pose a risk to themselves or others.

- K. Communication (comments, concerns, suggestions) with the Board of Directors should be made by email or in writing via the Property Management Company at:

3410 Lakeshore Drive Condominium Association  
c/o Management Office  
3410 N Lakeshore Drive  
Chicago, IL 60657-2883

Additional contact information:

1. Property Management Office at 773-477-0006 X 1
  2. Lobby Security Guard at 773-477-0006 X 3
- L. Communication concerning the Property Manager/Management Company should be made by email to the Board of Directors at email address to be provided once new website is created.
- M. Electronic Delivery Notice:
1. Electronic delivery of notices and 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. See Exhibit C.
  2. Each Unit Owner may designate an electronic address or a U.S. Postal Service 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. (See Exhibit C.)

## **II. ASSESSMENT FOR RULE(S) VIOLATIONS**

- A. A Unit Owner will be assessed any costs incurred by the Association to repair or replace any property damaged by the Unit Owner or his/her Residents or Visitors or his/her pets. A Unit Owner may also be assessed the costs and legal fees incurred by the Association in taking corrective or protective action as a result of his/her conduct or that of his/her Residents or Visitors or their pets, in violation of the Rules and Regulations or Condominium Instruments. (See also Section I, Paragraph J above.)
- B. A Unit Owner will be assessed for violation of these Rules and Regulations, as provided by the Illinois Compiled Statutes Condominium Property Act, in accordance with the nature of the offense and the prior record of the alleged offender.
- C. Alleged offenders will be entitled to a scheduled hearing as described in Section XI of these Rules and Regulations.
- D. The Board will assess charges against any Unit Owner for any violation of these Rules and Regulations or the Condominium Instruments and will suspend the Unit Owner's voting rights as permitted by the Illinois Compiled Statutes Condominium Property Act.
- E. Except as otherwise provided herein, and up to the maximum allowed by law, fines will be assessed for violations of the Association's Rules and Regulations (Upon findings of the Association, through Management and/or the Board of Directors and depending on the nature and extent of the Rule violations.):

**Written Warning:** Management may issue a Written Warning in response to an alleged rule violation or if Management determines that a rule violation occurred, notifying the alleged violator (and the Owner, where the violator is a non-Owner). Because of the nature of some provisions of these Rules or the circumstances of a violation, a Notice of Violation may be issued for a first violation.

**Notice of Violation/Fines:** Management or the Board may in their reasonable discretion impose fines for violations of these Rules, the Declaration, or the Bylaws. A party's history of non-compliance with any provision of the Declaration, Bylaws or Rules may be considered in imposing fines, regardless of whether or not the provision(s) previously violated relate to the provision(s) at issue in a current matter. The rule violator (and the Owner, where the violator is a non-Owner) will receive a written Notice of Violation.

**Continuing Violations:** A fine for a violation of a continuing nature shall be deemed a single incident for each day (or fraction thereof) that the violation continues, with a twenty-five dollars (\$25) fine imposed for each such day (or fraction thereof) that the violation continues.

**Written Warnings and Notices of Violations:** Shall be deemed received: (a) when delivered in person; (b) if mailed, when deposited in the U.S. mail as addressed to the Owner's address as provided by the Owner to the Association and maintained by Management; (c) if sent by commercial courier, when deposited with the courier or, (d) if transmitted via e-mail or facsimile, on the date when sent, proof of transmission being retained by sender.

The Board will institute legal action against the offender. If the violator is a renter, the Board can invoke the right to terminate the lease.

- F. All fines must be paid within thirty (30) days of assessment to an Owner's account or will be subject to the Association's late charge of sixty dollars (\$60) for each month they are unpaid.
- G. In the case of complaints of noise, nuisances, or other practices where there is no visible or tangible evidence, the Board can offer the option of a mediation process designed to help the conflicting parties resolve their differences.

### III. ASSESSMENT COLLECTION

#### Assessment Collection Timetable

DATE	ACTION
1 <sup>st</sup> of current month	Monthly assessments and any special assessments are due.
25 <sup>th</sup> of current month	End of "grace" period (payment must be received by the 25 <sup>th</sup> to fall within the "grace" period).
26 <sup>th</sup> of current month	Late Charge applied to the account in the amount of sixty dollars (\$60).
30 <sup>th</sup> of current month	Send "reminder" notice of overdue assessment.
30 <sup>th</sup> of following month	Take such legal action as authorized by the Board.

- A. All the action in the table above shall be taken automatically in each case.
- B. All legal fees incurred by the Association to collect assessment will be charged to the delinquent Unit Owner.
- C. A Non-Sufficient Funds (N.S.F.) check returned by the Association's bank shall incur the bank's charge, plus a fifty-dollar (\$50) charge to the Owner.

- D. Any member who is delinquent in the payment of any assessments, fines, late fees, cost, or expenses to the Association shall be deemed to be not in good standing. The Board reserves the right to bar any member who is not in good standing, or his/her Tenant, from the use of common facilities, e.g., rooftop deck, exercise room and/or from participation, including voting and running for the Board of Directors, in Association elections.
- E. All payments must be made by check or money order.
- F. Any account that is delinquent for more than sixty (60) days is subject to legal action. Once legal action has started, all legal fees and costs will be assessed to the account of the defaulting Unit Owner.
- G. If a Unit Owner's account has been turned over for collection proceedings, the Unit Owner is permitted only one chance to cooperate under a payment plan. Failure to comply with the payment plan shall result in all outstanding fees due immediately.
- H. Any account turned over to the Association's attorney shall be assessed all applicable court costs and attorney's fees. Under no circumstances will the Association waive the aforementioned cost.

#### **IV. UNIT RULES**

##### **A. Alterations**

1. Nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity of the building. A Unit Owner must receive written approval from the Board of Directors to proceed with any alterations, additions, or improvements to his/her unit prior to such improvements taking place. The Board shall have final approval on all unit and common elements alterations. Any contractors performing work in the unit or elsewhere on the property must provide Certificate of Insurance to the owner, which must then be provided to the Board prior to any work commencing in the unit.
2. The Board of Directors also retains the right to inspect remodeling while the work is in progress. The Unit Owner or contractor is responsible for notifying the appropriate parties during various stages of the work. Construction work being done within a unit is allowed only Monday through Saturday during the hours of 8:00 A.M. to 5:00 P.M. Deliveries of furniture, remodeling and construction materials are prohibited on Sunday and the following Holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and Yom Kippur. There are no exceptions to the Holiday schedule.
3. If any Common Areas outside of a residential unit are soiled or untidy because of work being done, the Unit Owner or contractor is required to clean those areas. The Resident or contractor must remove all construction debris. Owners are required to inform the Management Office of any construction done in their unit that may require extra cleaning in the corridor or the removal of debris from the service elevator area. Owners are charged for the Association's direct clean-up costs.
4. When remodeling bathrooms and kitchens, all Sloan Valve toilets and one handle faucets, in sinks shall be replaced. Only tank toilets and two handle faucets are to be used in individual units. The exception to this rule, per city ordinance, is that one handle faucet must be installed in showers. (Rev. 1.11.17).
5. The two main shut-off valves in the bathroom will be replaced at time of remodeling.



## **B. Balconies/Patios**

1. All balconies and private patios will maintain a uniform appearance with only customary lawn or patio furniture in good condition and well-tended plants, all reasonably sized.
2. All items must be secured to protect against being blown or pushed off balcony or patio.
3. Each Resident is responsible for damage caused by objects blown from his/her balcony or patio. Furniture must withstand heavy winds.
4. Nothing will be affixed to the exterior building facing, floor or ceiling of a balcony or patio.
5. Any revision or alteration to the existing balcony or patio floors must be approved in writing by the Board.
6. No fences, screens, flower boxes or other items may be attached to balconies or patios without prior written approval of Management.
7. No balcony or patio shall be enclosed or covered and there shall be no awnings, canopies, blinds, shades, screens, or similar fixtures attached to, hung in, or used in connection with any balcony or patio of a unit.
8. Balconies and patios shall not be used for hanging garments, blankets, laundry, or other objects. The draping of such items over balcony or patio railings is strictly prohibited.
9. Mops, cloths, rugs, brooms, vacuum cleaner bags, etc., must not be dusted or shaken from the condominium windows, balconies, on patios, in hallways, stairwells or chutes.
10. Residents shall not sweep or throw any dirt, dust, water, paper or other materials from condominium balconies or decks.
11. No charcoal cooker, brazier, hibachi or any gasoline, flammable liquid, or liquefied petroleum gas-fired stove, or similar devices shall be ignited or used on balconies or private patios.
12. No sand is to be allowed on the decks.
13. No crossing the fence around the private decks by Residents or any family members, guests, or staff.
14. Unsupervised pets are not permitted on balconies or patios.
15. Pets are strictly prohibited from "relieving" themselves on balconies or patios.
16. Unit Owners with private patios shall be responsible for any damage, repairs, and upkeep to patios.

## **C. Disturbances**

1. No noxious or obnoxious activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Residents or which disrupt Resident's reasonable use and enjoyment of the property. Residents are to considerably keep all noises both inside units and in Common Areas at a level that will not disturb or annoy other Residents, especially between 10:00 p.m. and 8:00 a.m., which are deemed building-wide quiet hours.

Residents who are (A) disturbed by noise during non-quiet hours and who have attempted to resolve the matter directly with the other party or (B) disturbed by noise during building-wide quiet hours should contact the security desk so "A" or the complaint can be confirmed and documented. All complaints will be turned over to Management for further actions.

Residents shall not permit anything to be done in units or the common elements that will annoy, disturb, or interfere with the rights, comforts, and convenience of other Residents. Residents shall be responsible for their guests.

Residents and their guests shall not make excessive noise that may disturb surrounding units. Noise from televisions, radios, stereos, musical instruments, social activities, and other domestic situations must not disturb other Residents.

Violators will be subject to a fine in an amount at the discretion of the Board.

2. Noisy renovations, repair and/or installation work shall only be done from 8:00 a.m. until 5:00 p.m., Monday through Saturday. Noisy renovations, repair and/or installation work is prohibited on Sunday and the following Holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and Yom Kippur. There are no exceptions to the holiday schedule.
3. If any Resident is disturbed by undue noise of any kind, the person being disturbed should first try to contact the offender and ask the individual to stop such disturbance. If problem is not resolved, the person disturbed should then notify Management or, if after hours, building Security. It is not the responsibility of the Association to mediate between Unit Owners. However, the person disturbed can file a Complaint with the Chicago Police Department.
4. Guests attending parties in units must remain within the unit. Parties may not spill over into the hallways, garage, or other Common Areas.

#### **D. Entry into Units**

1. Management shall not hold any Unit Owner's or Resident's key(s) for "safe keeping" or "emergency."
2. Management shall not act as an intermediary by providing unit keys to any third party on behalf of an Owner or Resident.
3. No Unit Owner shall alter the outward appearance of any unit door except for the installation of a deadbolt lock.
4. The Association (and its Board, agents, or management), and only in the exercise and discharge of their respective powers and responsibilities, shall have the right to enter any unit. Reasons for such entry may include but are not limited to:
  - a. The fact or threat of fire, flood, or any emergency or any other condition that can adversely affect the Common Areas or other unit(s) or, be a danger to Owners/Residents/visitors.
  - b. The unit can be inspected for the presence of any vermin, insects, or other pests, or the presence of other health hazards and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or pests or remove such

hazards. Entry may be at any reasonable hour of the day after written notification (except in case of an emergency, in which case entry may be immediate and without notice).

5. In the event of an emergency, the Association (and its Board, agents, or Management) shall have the right to remove and/or destroy the unit door and/or unit door lock(s), by any means necessary. Depending on the nature and cause of the emergency, the Unit Owner may be responsible for costs associated with emergency entries.

#### **E. Floor Coverings**

1. The Board of Directors must approve installation of any floor covering, except carpeting.
2. If a Resident or Unit Owner installs a hard surface flooring (other than that in a bathroom) such as wood, parquet, tile (vinyl or clay) or marble (stone or rock aggregate), the Resident is first required to install a sound- absorbent under cushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain written approval of the Board of Directors before making such installation.

#### **F. Insurance**

1. The Association is responsible for the property insurance covering common elements, limited common elements and except as otherwise determined by the Board, base walls, floors, and ceilings of the units.
2. Common elements shall include fixtures within the unfinished interior surfaces of perimeter walls, floors and ceilings which were initially installed by the developer. They shall not include room divider walls, doorways or other walls added by a past or current Owner as an improvement to the unit. All floor, wall and ceiling coverings are excluded.
3. All insurance for improvements, additions and betterments to the Unit must be maintained by the Unit Owner.
4. Unit Owners are required to provide proof of insurance to the Board on an annual basis.
5. Improvements, additions, and betterments are defined as all decorating, fixtures and furnishings added to, installed, or located in the Unit, including electrical fixtures, appliances, air conditioners or built-in cabinets installed by current or past Owners.
6. When an insurance claim is made, the Board reserves the right to either pay the amount of the deductible as a common expense or assess the amount against the Unit Owner(s) who caused the damage or cause those Owners to pay the deductible.
7. When there is a claim for property damage, the Association's insurance is the primary insurance.
8. For any losses claimed under the Association's insurance policy, the proceeds shall be payable to the Association. The order in which proceeds are disbursed are as follows:
  - a. Repair or restoration of common elements.
  - b. Bare walls, ceilings, and floors of Units.
  - c. Betterments and improvements insurance by the Association (if any).

9. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus.

10. Unit Insurance

- a. As permitted by the Illinois Condominium Property Act, the Association requires all Unit Owners to purchase insurance covering personal liability and damage **caused to another Unit** by negligence. The liability coverage must include the deductible of the Owner whose unit is damaged, any damage not covered by insurance, as well as decorating, floor and wall coverings, appliance, furnishings, etc.
- b. Unit Owners are required to provide to the Board a Certificate of Insurance for their unit.
- c. Renter's insurance with at least \$100,000 liability coverage is mandatory. It is the responsibility of the Unit Owner to make sure that the tenant provides proof of insurance to the Management Office within 30 days of their lease start date.
- d. All contractors performing work on Association property, whether on the common elements, limited common elements or units shall provide a Certificate of Insurance naming the Association, the Board and managing agent as additional insured parties, as a condition of approval before any work may commence.

**G. Leasing**

Unit Owners are required to present to the Management Company at least seven days prior to the lease starting date a properly executed copy of the lease contract, along with the following:

- A copy of the lease
- The following completed forms:
  - Exhibit C1 - **NOTICE OF INTENT**
  - Exhibit C2 - **NEW LESSEE'S RESIDENT INFORMATION**
  - Exhibit D - **RULES AND REGULATIONS ACKNOWLEDGEMENT FORM**
  - Exhibit E - **LEASE RIDER**
  - Exhibit F - **DOG REGISTRATION FORM**
  - Exhibit G - **NON-SMOKING ACKNOWLEDGEMENT**
  - Exhibit H - **UNIT OWNER CERTIFICATION OF CRIMINAL BACKGROUND CHECKS ON PROSPECTIVE TENANTS**

The Board may interview the intended lessee.

-\$200-Move in check

-\$200- Move in deposit

A \$100 rush fee will be charged if approval is required in less than 7 days prior to the lease start date. It is the responsibility of the Owner to make sure all the required documents are submitted, and fees are paid. It is also the Owner's responsibility to provide their tenants with the updated Rules and Regulations of the building which they are required to abide by.

Any renewal lease must also be submitted to the Management Office at least 7 days prior to the lease renewal start date.

2. The lessee under each such lease shall be bound by and subject to all the non-monetary obligations of the Unit Owner-lessor under the Condominium Instruments and each such lease shall expressly so provide. The Unit Owner-lessor shall not be relieved from any of his obligations under the Condominium Instruments.
3. No Unit Owner may lease his/her unit for hotel or transient purposes. No Unit Owner may lease his/her unit for any occupancy by a non-Unit Owner which is for a period of less than twelve (12) months.
4. A Unit Owner must not lease less than the entire unit.
5. All leases must be for a period of not less than twelve (12) and no more than twenty-four (24) months. An exception to this rule will be made for those Owners whose units are up for sale, provided that the application and satisfactory proof of such intent is made to the Board prior to installation of any lessees on a short-term basis.
6. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.
7. Every lease shall contain a Rider substantially in the form included herein as Exhibit A.
8. Each Unit Owner shall be responsible for providing the lessee(s) a copy of the Declaration, By-Laws, and Rules and Regulations of the Association as well as any amendments thereto.
9. In the event of any violation of the Declaration, By-Laws, or Rules and Regulations of the Association by the lessee, the Board shall invoke the same action as listed in these Rules and Regulations.
10. All fines and expenses of the Association, in connection with any violations under these rules by a lessee, shall be assessed to the account of the associated Unit Owner.
11. Owners leasing to family members without a formal lease are required to submit a letter containing all pertinent information normally given on a lease about the Tenant, and must provide the family member with the same information, including copies of these Rules and Regulations, as would be supplied to any other Tenant.

#### **H. Maintenance and Upkeep**

1. Nothing shall be done in any Unit or on the Common Areas which may impair the structural integrity of the building or which may structurally change the building. Nothing may be added to, removed from, or changed in the Common Areas without the prior written consent of the Board of Directors.
2. All structural repairs and replacements shall be of first-class quality and as similar to the character of the construction or installation that existed prior to the occasion that necessitated the repairs or replacements. Repairs and replacements shall be done with contemporary building materials and equipment after all necessary permits and approvals have been obtained.
3. Unit Owners are responsible for all damages to other Units and the Common Areas resulting from the lack of proper maintenance or repairs to their respective Units.

4. Each Unit Owner or Resident will promptly report to the Management Office any defects that may potentially damage other Units and/or Common Areas.
5. Unit Owners are entitled to two maintenance visits each year for either a clogged toilet and/or tub drain. Additional visits will be at a charge of ten dollars (\$10) per visit. Unit Owners are responsible for their own faucet washer changes.
6. Unit Owners are entitled to one window screen change per year. Unit Owners will be charged fifteen dollars (\$15) for each additional screen change.
7. Resident requesting a water shut-off will be charged a \$50 fee.

#### I. Mandated Ordinances

1. The 3410 Lakeshore Drive Condominium Association shall maintain written records of any pest control measures performed by a pest management professional retained by the Association, as well as any report prepared by the pest management professional. This plan and the records shall be maintained on site in the Management Office; records shall be maintained for three years; and the plan and records shall be open to inspection upon request by authorized city personnel, including but not limited to employees of the departments of Health and Buildings.

Every owner of a condominium unit shall immediately notify, in writing, the Association's Management Office staff of any known or reasonably suspected bed bug infestation in their unit, clothing, furniture or other personal property located in their unit and cooperate with the Association in the prevention, control, treatment and eradication of a bed bug infestation found or suspected to be in their unit. All treatments for bed bugs must be done by a pest management professional licensed in the State of Illinois. **"Do It Yourself" treatments for the control, treatment and eradication of a bed bug infestation found or suspected to be in a unit are prohibited and are not allowed by law.**

Each report or suspicion of bed bugs in a unit must include the date, location of suspected infestation, treatment made and include any report prepared by a pest management professional.

##### a. Inspection:

- i. All Unit Owners/Residents shall cooperate with the Association and its staff in the prevention and treatment of bed bug infestations.
- ii. All tenant leases shall include a requirement to co-operate with the Association and its staff in the prevention and treatment of bed bug infestations. Unit Owners and their tenants are each charged with certain responsibilities under the City of Chicago Bed Bug Ordinance. Both Unit Owners and tenants are required to educate themselves as to those responsibilities.
- iii. All Unit Owners/Residents shall immediately report any suspicion or sighting of bed bugs to Management.
- iv. All Unit Owners/Residents shall immediately report any suspicion or sighting of bed bugs to Management and their respective unit owners.
- v. All Unit Owners/Residents shall co-operate with the Association by allowing entrance to their unit by professional pest control operators or bed bug dogs and their handlers.

**b. Treatment:**

- i. The extermination of bed bugs shall be via inspection, and if necessary, the treatment of the two dwelling units on either side of the affected dwelling unit and the two units directly above and below the affected dwelling unit. This pattern of inspection and treatment shall be continued until no further infestation is detected and is known as a cloverleaf.
- ii. The Association will pay all standard inspection costs. The cost of treatment for the affected dwelling unit and if necessary, for two dwelling units on either side of the affected dwelling unit and two dwelling units above and below the affected dwelling unit will be paid by the Unit Owner.
- iii. Instructions given by the Professional Pest Control Operator must be followed.
- iv. **“Do It Yourself” treatments are not allowed by law.**
- v. Disposal of infested items shall be supervised by building staff and completed in conformance with building policies. Any costs associated with the disposal of infested items shall be the responsibility of the Unit Owner.

**c. Prevention:**

- i. Unit Owners/Residents will be responsible for their education about this public nuisance by attending seminars and workshops and reading articles in pamphlets, and newsletters. The Association will provide several articles on bed bugs during the orientation session for each new resident.
- ii. Staff educational meetings on bed bugs are mandatory.
- iii. Any Unit Owner leasing his/her unit has responsibilities under the City of Chicago Bed Bug Ordinance. Prior to any tenant entering or renewing a rental agreement for a dwelling unit, a landlord shall provide to such tenant the informational brochure on bed bug prevention and treatment. It is unlawful to rent a unit in which an infestation of any bed bugs is discovered or suspected, unless an inspection by the pest management professional has determined that no such infestation exists, or the infestation has been exterminated.

**d. Consequences:**

Unit owners/residents who do not cooperate with the Association in following the adapted policy will be subject to the following:

- i. Fine of \$500, charged to Unit Owner’s account.
- ii. If necessary, the Association will hire independent company to come in to do all prep work before, during and after inspections and treatments. All costs to be absorbed by the Unit Owner and will be charged to the said Unit Owner’s account.
- iii. In addition, all legal fee associated with the above, to be absorbed by the Unit Owner and will be charged to their account.

## J. Non-Resident Owners

All off-site Unit Owners shall provide the Board, in writing, with their permanent address, e-mail address(s) and telephone number(s) where they may be reached in an emergency; both at home and at work. Any expenses incurred by the Board in locating an Owner who fails to provide such information shall be assessed as a fine to that Unit Owner's account. Any Owner who fails to provide his/her current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and last known address given to the Board. The Association shall not be liable for any loss, damage, injury, or prejudice to the rights of said Owner caused by any delays in receiving any notice that may result there from.

## K. Selling/ Re-Financing Unit (included herein as Exhibit A)

## L. Trash and Garbage

1. Trash chutes are located on each floor. Hours for use are from 8:00 a.m. until 10:00 p.m.
2. Garbage must be placed in securely tied plastic bags small enough to fit into the trash chute. Trash or fluids of any kind shall not be left in any trash rooms or elsewhere in any Common Areas (e.g. hallways, stairways, stairwells, service elevator vestibule); this includes boxes, bottles, and newspapers.
3. Do not place in the trash chute any combustible materials (e.g. paint cans), clothes hangers, clothing, window coverings, unwrapped foodstuffs, large and heavy items, or anything that could result in damage to the chute. Garbage bags and boxes, too large for the trash chute, must be taken to the first-floor trash containers (the "Dumpsters") located in the garage. Garbage is not to be left in trash chute room.
4. Any garbage that cannot be placed down the trash chute must be wrapped securely and carried down in the service elevators ONLY to the dumpsters.
5. Trash must not be left standing outside of a dumpster; place all trash inside.
6. Large items such as, but not limited to, refrigerators, air conditioners, stoves, dishwashers, furniture, and televisions **must not** be disposed of in the dumpsters or anywhere else on the grounds. Owners receiving new appliances should arrange for the delivery company to remove the old appliance at the Owner's expense.

Resident must notify Property Manager of any large item to be disposed of and pay a \$40 per square yard disposal fee. Disposing of a large item in violation of the above rule shall incur a \$100 fine, plus the disposal fee.

7. Break down large boxes before putting them into the dumpster so that others have sufficient disposal space.
8. All animal waste and kitty litter must be placed in tied plastic bags before disposal (whether in the trash chute or a dumpster).
9. Do not dispose of hazardous or toxic wastes (e.g. car batteries) in dumpsters. Refer to the phone directory under "Environmental" or "Ecological Services" for assistance with disposal of hazardous waste.



#### **M. Unoccupied Units**

Owners and/or Residents who vacate their Unit during the winter months must maintain a minimum temperature of 50 degrees Fahrenheit. The Unit Owner will be personally responsible for all damage that was a result of failure to abide by this Rule.

#### **N. Usage**

1. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise (except for use of a Unit as an office or studio) shall be conducted, maintained, or permitted.
2. No "For Sale" or "For Rent" signs or advertising shall be maintained or permitted on any part of the Property or in any Unit windows.
3. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in a Unit.

#### **O. Water Beds/Furniture**

No water beds or water furniture permitted.

#### **P. Window Treatments**

1. Each Unit shall have its windows neatly draped or covered and nothing shall create a disorderly or shabby appearance, including, but not limited to the following:
  - a. Temporary window hangings such as bed linens or newspapers are strictly prohibited. Owners/Residents shall obtain permanent window treatments as soon as possible.
  - b. Drapes or other window coverings that are torn, hung sloppily, or otherwise create a disorderly or shabby appearance must be replaced or correctly hung.
  - c. The appearance of the window may not be altered stylistically (e.g. by the addition of false windowpanes, outside shutters or any other contrivance).
2. Exterior window ledges shall remain free.

#### **Q. Smoking in Common Elements and Units**

3410 Lakeshore Drive Condominium Association is a smoke-free building.

In order to maintain the best interests of the Association and its residents, and their health, safety and welfare, smoking is prohibited in the Common Elements, Limited Common Elements, or a Unit in the Association, effective as of the recording date of this Amendment and subject to the provisions of this Paragraph and any Rules and Regulations adopted by the Board.

1. The term "smoking" means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, e-cigarette, cigarette, hookah, marijuana, herbs, or any other lighted smoking/ vaping equipment.
2. Smoking is specifically not permitted:

- a. Inside the Building, including the Common Elements, interior of the Units and/or Limited Common Elements, including but not limited to, lobbies, staircases, corridors, laundry rooms, storage locker rooms, garage, elevators, sundeck, decks, balconies and courtyard area (space between 3410 and 3430 buildings).
  - b. No less than 15 feet from the front of the building and south (beyond the garage entrance).
3. If a resident or guest, is found in violation of this Amendment adopted by the Board then, the unit owner will be fined \$500 for the first offense and \$1,000 for each of any additional infractions.
4. In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.
5. Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
6. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

## **V. COMMON ELEMENT RULES**

### **A. Bicycles, Roller Blades, Roller Skates**

1. No bicycles shall be stored in individual Units, nor be allowed in/on elevators, balconies, or patios, under any circumstances.
2. Bicycles are to be stored in the Bike Room or secured to a Management-installed Bike Bar within an Owner's parking space. The Association shall not be responsible for nor held liable for the storage of bicycles or other items in the bike room or to the bike bar by an Owner. The owner shall assume all responsibility and risk of theft, damage, or loss of said property.
3. Bicycles, roller blades and roller skates shall not be ridden on grass, ground cover, hedges, any other plantings, fences, patios, or balconies.
4. Roller blades/skates shall not be worn inside the Property.
5. Bicycles must not be ridden on the sidewalks of the Grounds.
6. Roller blade/skate wearers may not walk up/down any stairs on the Property.
7. Excluding bike rooms and designated bike bars in garage, bicycles shall not be secured to any Common Elements (indoors or outside) at any time.

### **B. Conduct and Attire**

1. Loitering is not permitted.

2. Common Areas, such as parking lots, driveways, halls, stairwells, lobbies, etc. are to be used for the purpose intended - Enter and Exit Only. See rule IV/C/1
3. Drinking of alcoholic beverages in any of the indoor Common Areas is prohibited
4. Use of any unlawful substance on the Property is prohibited.
5. All persons shall be fully clothed (including shirts and shoes) and properly attired when appearing in any of the Common Areas. Bathing suits and beach attire are not allowed in the Common Area .
6. The driving or riding of any wheeled vehicle or pulling a trailer on the walkways is prohibited except wheelchairs.
7. Quiet is essential. Parents are responsible for their children and Residents are responsible for their guests.
8. No one shall litter in the Common Areas.
9. No items, e.g., shoes, boots, umbrellas, carts, rugs, runners, etc., are to be placed in the corridors, elevator areas or lobbies other than those items installed or approved by the Board of Directors. Nor shall anything be affixed to Common Element walls.
10. Parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles is not permitted on any part of the Common Elements.
11. Climbing on any trees on the Property is prohibited.
12. Wearing of footwear with of cleats, roller blades, roller skates, ice skates, and ski equipment is prohibited in any Common Areas. Guests arriving with any of the above-mentioned equipment will be denied admission to the building.
13. Food and beverages shall not be consumed in any Common Element, except the rooftop sundeck.

**C. Decorations, Advertisements and Solicitation – Indoor Common Areas**

1. No public hallway or any Common Area shall be decorated or furnished by any individual Unit Owner(s)/Resident(s). The Board may, upon request, authorize within some Common Areas, temporary displays, including appropriate seasonal decorations.
2. Appropriate Unit door decorations are permitted provided the Unit number is visible.
3. No signs of any type shall be displayed in any Unit window, on any balcony, in any Common Element, or on any entrance door.
4. Entry and removal of natural Christmas trees are to be transported through the freight elevator only. They must be bagged going in and out of the building. Removing needles from hallways, elevators and other common areas must be done by the Resident.
  - a. Building personnel are not responsible for delivery, removal or cleaning of any Christmas trees or the debris.

- b. Trees cannot be disposed of by placing in the trash or recycling bins. Tree removal must be scheduled, ahead of time, with the Management Office. They will contact the scavenger company to make arrangements for pick-up. Residents will be charged for the removal based on fees by the scavenger company.
  - c. The fine for not following the above rules will be \$75.
5. There shall be no posting of any advertisements or posters of any kind in or on the Property without the written approval of the Board of Directors except on the Community Bulletin Boards.
6. Solicitors are not permitted in the building. If a Resident is contacted by solicitors on the Property, the Management Office, security guard or police must be notified immediately. Violators will not be allowed future access.
7. Written (posted or placed on or under Unit doorways) or oral solicitation by Owners/Residents is not permitted in the building. Each such solicitation shall be treated as a separate violation for fine determination purposes.

#### **D. Deliveries**

1. Furniture or other large items should be delivered when a Resident is home. Neither the Management Office nor the Association will inspect or be liable for any damages to these items received on behalf of Resident.
2. A Resident who is anticipating a delivery of a particularly long, large or bulky item (over 2'x2'x2') must make arrangements to pick up their item within 24 hours of delivery. After which time, package will be removed from the Mailroom to another location and Resident will be charged a fee of \$25 per package per day until picked up.
3. All non-food deliveries are to be carried through the back entrance and to be delivered through the freight elevator.
4. Food deliveries and newspaper deliveries will be deposited on the table in the main lobby.
5. The Association and Management Office reserve the right to refuse deliveries.
6. The Association reserves the right to control and limit entry into the Building by delivery, service personnel or tradespeople.
7. The Association shall not be responsible for the disappearance, theft, loss, damage, or condition of any property delivered to or left with any of its employees.

#### **E. Elevators**

1. Notify the Management Office before moving in or out of the building so that the Service Elevator can be reserved.
2. Do not delay the elevators except for loading and unloading.
3. Playing with or in the elevators is prohibited.

4. Refer to **D. and G.** for additional rules on moving and deliveries.

#### **F. Grounds and Landscaping**

1. Plantings or alteration of landscaping by Residents is not permitted without prior written consent of the Board. Alterations include but, are not limited to digging up turf or plants, trimming, cutting, or pruning of trees, and removal of decorative landscaping.
2. Littering of any part of the Property is prohibited.
3. Personal property is strictly prohibited on the Property.
4. Pets are strictly prohibited from the lawn and landscaping.

#### **G. Moving**

1. **Definition**

Moves are not distinguished by weight or volume. Rather, a move-in occurs when a person not previously residing at 3410 LAKESHORE DRIVE CONDOMINIUM ASSOCIATION begins to take up residence in the building, or when a Resident move within the building from one Unit to another. Further, a move-out occurs when a person residing at 3410 LAKESHORE DRIVE CONDOMINIUM ASSOCIATION begins to take up residence outside of the building, or when a Resident moves within the building from one Unit to another. In the event of a Resident moving from one Unit to another, the Unit Owner(s) may seek a partial waiver of move fees otherwise applicable to both a move-out and a move-in.

Any Move-In/Out that takes place over a period of time will be treated as one full Move-In/Out and assessed the full moving fee noted below at the time at which the Move-In/Out is deemed to occur (i.e., when the moving party begins to change residence).

Tenants moving within the building may request a waiver from the Board.

2. Moving of personal property, deliveries of furniture, appliances, strollers, etc., and move-ins/move-outs, must coordinate it with management and use only the service elevator
3. For furniture deliveries and move-ins/move-outs reservations to use the service elevator must be scheduled, in advance, at the Management Office. Management may refuse deliveries not scheduled in advance.
4. Management will not accept keys to admit delivery or moving company personnel into any Unit.
5. A Unit Owner is responsible for the conduct of the Residents, including Tenants, of the Unit (See Section I) and is therefore likewise responsible for informing them of the Rules and Regulations concerning move-in/move-outs prior to any move. The Owner/Resident/Tenant is responsible for notifying the moving company and /or delivery service of these requirements.
6. Move-ins/outs are permitted between 9:00 a.m. and 6:00 p.m. Monday through Saturday. A non-refundable Moving fee of \$200 for all moves in or out is to be secured for the Association administrative

costs. In addition, a deposit of \$200 to secure an elevator for the move is required. Scheduling for moves will be from 9:00 a.m. -1:00 p.m. and 1:00 p.m. - 6:00 p.m. One move shall take place per allotted time.

All moves are prohibited on Sunday and the following Holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day. There are no exceptions to the Holiday schedule.

7. Before starting a move in or out of the building, the person moving should get from the management office wood panels they will use to protect the carpets on the floor. A representative of the building management will go up to the floor together with the person moving to inspect the walls, the carpet and the elevator for any existing damage. After the move is over, the management representative will go up again and inspect all the above. The security deposit will not be returned if damages to the common areas are detected or if the wood panels have not been returned.
8. Anyone attempting to move-in/out without notifying Management will be given a fine of \$400.
9. Any known damages caused during a move or delivery will be charged to the Unit Owner. Therefore, the Owner should inspect the moving/delivery route prior to the move/delivery and note any prior damages of the Common Elements to Management.
10. Damages caused by a Tenant will be charged to the Unit Owner's account.
11. All furniture and appliance deliveries/removals must be done between 9:00 a.m. and 5:00 p.m. Monday through Saturday. All furniture and appliance deliveries/removals are prohibited on Sunday and the following Holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, There are no exceptions to the Holiday schedule.
12. Furniture and other objects are not to be placed on the landscaping as to cause damage during the move/delivery. Owners must remove all debris created by the move/delivery.

#### **H. Storage**

1. All personal property placed in the storage areas, bike rooms, bicycle bars or in other Common Areas shall be at the sole risk of the property owner. The Association will not be liable for the loss, destruction, theft, or damage to such property.
2. Each Unit Owner is entitled to one (1) half-locker cage. If a Unit Owner purchases a combined Unit (two 1-bedroom Units combined to make a single 2-bedroom, 2-bath Unit) or an original 2-bedroom Unit, then that Unit Owner is entitled to two (2) half-locker cages. The storage lockers are located on the second floor next to the Laundry Room and are assigned on an "as available" basis.
3. The Property Manager assigns all storage lockers. A numbered and tagged locker will be assigned for use of the Unit Owner and recorded in the Management Office. Each Unit Owner, at his or her own expense, is responsible for providing a suitable lock to secure their locker.
4. No articles will be stored, whether in individual Units or in the Storage Area, that will create a fire hazard, be in violation of the public laws and regulations, or increase insurance rates of the building. The Association assumes no legal responsibility whatsoever for the care, damage, or loss of any property, whether in a Unit, or in storage cages.

5. Foodstuffs or any material attractive to rodents or insects is not allowed in storage lockers. Storing anything in the aisles of the storage room is prohibited and items so stored will be subject to disposal if not removed.
6. The Management Office will conduct periodic inspection of the storage room.

#### **I. Vandalism / Obstruction**

1. Any defacing or deliberate damage to the Property, elevators, recreational facilities, or Common Elements are prohibited. Any such damage shall be promptly repaired at the expense of the responsible Unit Owner. Security cameras may be in use throughout the Property.
2. Nothing shall be done or kept in the Common Areas that would result in the cancellation of the insurance on the building or contents thereof or would be in violation of any public law, ordinance, or regulation.
3. Baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property will not be left unattended in any indoor or outdoor Common Areas of the building or passageways, parking areas, lawns, or elsewhere in the Common Areas.

### **VI. PETS**

#### **A. Specific Rules**

1. Pets must be restricted to the Resident's Unit. For their own safety, pets are not permitted on Unit balconies without supervision.
2. Pets are not permitted in the main entrance lobby, except by means of transport in a carrying case. Pets are not permitted in the Laundry Room, Storage Locker area, Exercise Room or Rooftop Sundeck.
3. Pets are not permitted in the hallways, main passenger elevator (except as noted in "C." Pets Types) or indoor Common Areas except for transit between the individual Unit and outdoors, and even then, pets must be accompanied by their Owner/care giver and be leashed or carried.
4. All pets will be leashed or carried in a controlled manner while in Common Areas. Pets must be on a maximum 6-foot leash.
5. All excrements or waste must be promptly removed and disposed of by the pet owner.
6. Pet relief is prohibited in any Common Areas (including the Grounds). Pet relief is prohibited in hallways, elevators, lobbies, garages, driveways, or Grounds. Moreover, in the event such prohibited pet relief occurs, the pet Owner/care giver will take immediate steps to remove and thoroughly clean the area of all pet waste. In addition to possible rules-violation charges, the pet Owner and/or Unit Owner shall be held financially responsible for any repairs/replacements to such Common Areas as a result of the pet damage.

7. Pets must not be staked anywhere on or tied to any of the Common Elements at any time.
8. Visitors and guests are not permitted to bring pets onto the Property.
9. All dog owners must pay an annual fee of \$100 per dog ("Dog Fee"). The annual fee is due on January 1<sup>st</sup>. Dog Fees are also due when a dog owner moves into the building or when a dog is first acquired.
10. All dog owners must complete a Dog Registration Form which can be obtained from the Management Office. For new dogs, the registration form must be submitted within ten (10) days of the dog arriving in the building. Owners of unregistered dogs may be subject to a one-time fine of up to \$500 or such other amount as the Board may deem reasonable for failure to register the dog(s). A current photograph of the dog(s) should be attached to Dog Registration form.
11. Current vaccination information for all dogs must be filed in the Management Office. Dog owners are required to provide written updates to the vaccination information as they occur.
12. If you are bitten by a dog in the building, if possible, determine the unit number that the dog resides in. Immediately go over to the emergency room for treatment. After that you need to report the incident to the Management Office with the appropriate paperwork from the hospital so that we can fill out an Association's incident report and notify the insurance carrier.

## **B. Conduct**

1. As a general requirement, all pets will be controlled by their Owners/care givers to preclude interference with the enjoyment by others of their Units and the Common Areas.
2. Any pet that creates a disturbance or detracts from any Resident's enjoyment of his/her own Unit, or the Common Areas, will be considered improperly behaved. The Management may require immediate removal of an improperly behaved pet from the premises.
3. All pets will be maintained in a clean and odor free manner, ensuring no annoyance for neighbors.

## **C. Pet Types**

1. Dogs, cats, caged birds, and tropical/marine fish may be kept as domestic pets. No other type of pet is permitted.
2. Dogs are permitted on floors 3, 4, 5, 6, and 7 only. Cats, caged birds, and tropical/marine fish are permitted on all floors.
3. All pets shall always be restrained on a leash or in a carrying case when being transported in or out of the Property. Pets shall be transported only in the Common Elements known as the Unit Owner's hallway. Only the stairs, the service elevator, the service lobby, the service entrance, or garage is to be used to transport pets. All Residents are prohibited from transporting pets in the main passenger elevators, the main lobby, or the main public entrance except when the service elevators are out of service at which time, the passenger elevators may be used.
4. No animal(s) will be kept, bred, or maintained for commercial purposes in any Unit.
5. No attack dogs, or dogs of a vicious or dangerous nature or temperament are permitted, including but not limited to Pit Bulls, American Pit Bull Terriers, Staffordshire Terriers, and other Bull Terriers.



#### **D. Size and Number**

1. No animal, other than two (2) common household pets (as described in Section B above), shall be kept or maintained in any Unit.
2. Only two (2) pets in the dog or cat categories may be kept in a Unit. This means there may be two dogs, two cats, or one dog and one cat.
3. The combined weight of dog(s) and/or cat(s) in a Unit shall not exceed fifty (50) pounds.
4. Certified "service" or "assistance" dogs will be exempt from the provisions of this Section C, as determined by Management and/or the Board of Directors, and, as required by law, such pets must comply with all licensing, vaccination, and behavior and conduct requirements.

#### **E. State and Local Laws**

All pets will have all licenses and/or vaccinations as required by law and will also meet all other requirements of the State of Illinois and the City of Chicago.

### **VII. PARKING AND VEHICLES**

- A. Law enforcement officers are permitted on the Property at any time to enforce state and local traffic and motor vehicle laws.
- B. Parking spots may be leased only to Residents living on premises of 3410-3420 N. Lakeshore Drive.
- C. No automobile or other vehicle may be parked in anyone else's assigned or numbered space without permission. Blocking anyone from access to or from his or her space is strictly prohibited. No automobile or other vehicle may be parked blocking building exits, sidewalks, driveways, ramps, or zebra-zones, or encroach upon lawns, landscaping, or Fire Lanes.
- D. The building entrances (driveways) located in the parking garages, are not to be used for loading or unloading, and stopping is not allowed; this includes loading and unloading by taxis.
- E. All vehicles must be legally parked. "Legal" parking is defined as parked between the lines so that no part of the vehicle protrudes into the space beyond the line, nor on the line, and does not protrude into lanes of traffic.
- F. No buses, trucks, trailers, boats, or recreational vehicles will be permitted in the garage nor allowed to be parked or stored in any parking areas or in driveways.
- G. Any vehicle that is covered must be parked only in assigned spaces. Vehicle covers must be contoured/tailored to reasonably fit the vehicle and must be maintained in good condition. Vehicles must be properly registered and licensed and be in safe and good operating condition even if covered.
- H. Unit Owners are responsible for all damage caused by themselves or their Residents or Visitors, e.g., oil spills, hitting guard rails, support columns, walls, other vehicles, etc., and shall promptly report any damage or need for any repair to Management in writing.
- I. All vehicles must display current plates, tags, and decals, including City Stickers, required by state and local law. In addition, for the safety of everyone, all vehicles must be in safe and good operating condition.

- J. In addition to any other remedies available to the Association, including assessment of charges for violation(s) of this Section of the Rules and Regulations, vehicles in violation(s) will be towed at the vehicle Owner's risk and expense.
- K. The Association's on-site Property Manager may direct the towing of any vehicle in violation of these Rules and Regulations.
- L. In the event the on-site Property Manager is not available, Security Personnel are authorized to direct the towing of any vehicle which blocks fire lanes, obstructs access to garages or other parking areas, or which otherwise poses a threat or significant hindrance to the property.
- M. If any vehicle is in his/her assigned space, a Unit Owner can request the towing of that vehicle by contacting Management, Security, any appropriate law enforcement agency, or towing contractors directly.
- N. The costs of towing, determined by the towing company, including any applicable impound/storage fees, are the sole responsibility of the vehicle Owner or the Owner/Resident identified with the vehicle. Neither the Association, nor the Board, nor its agents or assigns shall be held responsible or liable for any damage to an Owner's vehicle incurred because of or during the towing or storage of the vehicle. Any such claims must be made directly to the towing company.
- O. No vehicle belonging to a Resident or a Resident's family, guest or employee shall be parked to impede passage in the street or prevent ready access to the building, garage, or driveway.
- P. Only motor vehicles shall be parked in the parking spaces in the garage. These parking spaces are not to be used for storage of any kind (except for bicycles attached to a Management-installed bike bar). Management will remove items stored in any parking spaces.
- Q. Residents and their families, guests or employees shall obey all traffic signs.
- R. Horn blowing, loud music, excessive engine noise, rapid starts and excessive speeds are forbidden.
- S. The speed limit in the garage is 5 M.P.H.
- T. Unattended parking in the aisles of the garage is prohibited. Vehicles are subject to tow at the Owner's risk and expense.
- U. Parking at building entrances (not in driveways) is permitted for a brief period (15 minutes) only to permit transfer of passengers, luggage, packages, etc. Vehicles left for extended periods will be towed.
- V. Major repairs, including power train, exhaust systems, brakes, suspension, bodywork or painting, oil change or lubrication, tune-up, electrical work are prohibited anywhere on the Property, inside or outdoors.
- W. It is permissible to perform minor maintenance such as damp wipe, hand wax finish, cleaning interior and windows, adding wiper fluid, changing license plates, flat tire repair or battery replacement. Car washing is prohibited.
- X. Parking a vehicle in the neighboring 3430-40 building driveway will result in the vehicle being towed.
- Y. Motorcycles must not be driven or parked on the Grounds or on sidewalks.
- Z. Motorcycles are to be parked in the street or in the Owners/Residents assigned area in the garage.

**AA.** Motorcycles must not be stored on balconies, patios or in any area under a building or anywhere, except on the street.

**BB.** Because of the noise, motorcyclists must consider their neighbors' rights to reasonable peace and quiet in the following ways:

- a. By starting and accelerating their cycles as far from Units as possible.
- b. By not congregating, or allowing guests to congregate, in motorcycle clubs or other clubs or other groups on the Property.

## **VIII. FACILITIES**

### **A. Fitness/Exercise Room**

1. All persons using the Fitness/Exercise Room do so at his/her own risk and sole responsibility. Equipment users must ensure their own safety by being familiar with the proper methods of equipment use.
2. The Association does not assume responsibility for any occurrence, accident, or injury in connection with use of the Fitness/Exercise Room.
3. Residents are responsible for complying with recommended health and use restrictions on equipment.
4. The Fitness/Exercise Room is for the sole use of Residents **ONLY**. Personal trainers can stay in the Fitness Room provided they have submitted to the Management Office a certificate of liability insurance naming 3410 Lakeshore Drive Condominium Association and its management company as additional insureds.
5. No more than ten (10) people are permitted in the Fitness/Exercise Room at a time (except when the room is used for a Board approved meeting).
6. No children under sixteen (16) years of age are allowed in the Fitness/Exercise Room unless under the direct full-time supervision of a designated responsible adult (18 years of age or older). Children will adhere to the same standard of behavior as an adult. There will be no rowdiness, excessive noise, running or interference with others using the Fitness/Exercise Room. Parents, or their designate, are responsible for the safety of their children while in the Fitness/Exercise Room.
7. Pets are not allowed in the Fitness/Exercise Room.
8. Users must wear appropriate exercise attire, e.g., flip-flops, bare feet, sandals. Swimwear is not considered appropriate attire.
9. Users must be courteous and respectful of others using the Fitness/Exercise Room.
10. The TV and radio/CD player must not be set to a volume as to disturb others in the Fitness/Exercise Room. The TV and radio/CD player must not be set to a volume as to be heard outside of the Fitness/Exercise Room.
11. Users must limit time on equipment to 30 minutes when others are waiting to use the equipment.

12. Users must clean equipment after each use. Users are responsible for the clean-up of any spills.
13. Food, glass containers, and alcoholic beverages are prohibited in the Fitness/Exercise Room.
14. Stationary exercise equipment is not to be moved.
15. Free weights must be returned to the rack after usage.
16. Personal belongings must be removed on departure from the Fitness/Exercise Room. The Association will not be liable for the loss, destructions, theft, or damage to personal property.

## **B. Laundry Room**

1. Coin-operated laundry is available on the 2<sup>nd</sup> floor. Washers and dryers' cycle for periods of 30 to 40 minutes, respectively. Laundry is to be removed immediately when the machine stops.
2. Clothing remaining in a stopped machine for more than five (5) minutes can be removed by someone wishing to use the machine.
3. Clean the machines after each use, tidy the Laundry Room, and clean the dryer lint filters after each use.
4. Dyeing of clothes in the Laundry Room is not permitted.
5. Pets are not permitted in the Laundry Room.
6. In case of equipment failure, contact the Management Office.  
  
6. Clothes left in the Laundry Room for more than one week will be disposed of.

## **C. Rooftop Sundeck**

***The Roof-top Sundeck is intended for the peaceful enjoyment of our Residents, not as a party room.***

1. No parties larger than 10 people allowed at any time.
2. Parties larger than six (6), not to exceed ten (10), must reserve the roof 72 hours in advance, provide a guest list and submit a one hundred dollars (\$100) refundable deposit. Failure to notify management constitutes a fine of one hundred fifty dollars (\$150).
- 3. Since the total number of people allowed on the Sundeck at the same time is restricted to no more than forty (40). No parties will be allowed on Holidays, Holiday weekends and special City events, such as the Chicago Air Show. Each resident will be allowed to bring along two guests only.**
4. Non-Resident Guests must sign in, with the lobby Security desk, before admittance to Sundeck.
5. No back-to-back parties are permitted (within a 72-hour period).

6. No loud music.
7. Flat shoes only. No heels allowed as they may damage the new wood flooring.
8. Use only the electric grills that are provided. Make sure to turn off the power and clean the grill (and counter) surfaces after you finish using. Be courteous to others who may be waiting to use the grills. Bring your own cooking utensils and cleaning supplies.
9. The Sundeck shall not be used for any unlawful purpose.
10. Residents and their Visitors shall not make, or permit to be made, any disturbing noises, or do or permit any act to be done that will interfere with the rights, comforts, or convenience of any other Resident.
11. The use of alcoholic beverages on the Sundeck shall be in accordance with the State, County and City laws and/or ordinances. Under no circumstances shall any Owner, occupant, guest or invitee sell alcohol on the Association's property. In the event of the presence or consumption of alcohol on the sun deck, the Owner who is hosting the party or otherwise consuming or using alcohol on the Association's property shall be solely liable for any and all claims, damages, lawsuit, injuries or other claims arising out of, or resulting from, the presence or consumption of alcohol on the Association's property.
12. No glass containers or glass dinnerware items are allowed.
13. Pets are not permitted on the Sundeck.
14. Throwing anything from the Sundeck is strictly prohibited.
15. The Association shall not be liable for the loss, destructions, theft or damage to personal property.
16. Littering is strictly prohibited. Refuse must be deposited in trash receptacles.
17. Shoes, shirts, wraps and other suitable garments must be worn to and from the Sundeck.
18. Nude sunbathing is strictly prohibited.
19. Children under sixteen (16) years of age shall be under the direct full-time supervision of a designated responsible adult (18 years of age or older). Children will adhere to the same standard of behavior as an adult. There will be no rowdiness, excessive noise, running or interference with others using the Sundeck. Parents, or their designate, are responsible for the safety of their children while on the Sundeck.
20. Sundeck Hours:  
Open 8AM Monday thru Friday, 9AM Saturday, Sunday and Holidays.  
Close 11PM Sunday thru Thursday. 12:30AM on Friday and Saturday.
21. No open flame allowed.
22. Smoking is prohibited.
23. You may bring your own chairs but, only chairs with rounded legs may be used. "Pointed" legged chairs are not allowed. When you leave the deck, take the chairs with you. **THEY CANNOT BE STORED IN THE DECK AREA.**

## **IX SECURITY, SAFETY AND EMERGENCIES**

### **A. Emergencies**

In the event of an emergency (break-in, fire, assault, illness, etc.), first dial 9-1-1 (for Police, Fire or EMS) then contact Management or the Security Guard. Refer to the contact number listed in Section I of these Rules and Regulations.

### **B. Fire Safety**

1. Each floor has two fire stairwells; one of which contains a fire extinguisher and one of which contains a water standpipe with fire hose.
2. Fire extinguishers are in the second-floor Laundry Room and in the garage areas.
3. No fire extinguisher or fire hose should ever be removed except for fire suppression purposes.
4. Any missing fire protection equipment must be immediately reported to Management.
5. Smoke alarms have been installed in every Unit. City Code requires smoke alarms and it is the responsibility of the Unit Owner or Resident to maintain the alarm(s) in reliable working condition.
6. Obstruction of the exit doors, smoke detectors, fire extinguishers, stairs, standpipes, Common Area and Limited Common Area doors or any other building component or system which would tend to jeopardize the health, safety and welfare of the Residents is strictly prohibited.
7. There must be no tampering with the fire safety equipment or any other building component or system that would tend to jeopardize the health, safety, and welfare of the Residents.
8. Refer to the Association's Emergency Plan for details on what to do in the event of a fire or other emergency.

### **C. General**

1. Owners, Residents or Visitors must never allow entry of unauthorized personnel to the building.
2. Owners and Residents have the right to ask politely for identification of unrecognized persons who are on the property.
3. Owners and Residents must request credentials of all service personnel before admitting them into the building and/or his or her Unit.
4. Owners and Residents must not let unknown persons enter the building with them; they should be "buzzed in" by the person(s) they are visiting.

5. Owners and Residents should double-check persons at your Unit door after admitting them with the buzzer system.
7. For the health and well-being of other residents, exterior doors shall always remain closed unless in active use. Active use refers to the coming in/out or being within eyesight of the door. Movers and contractors are not allowed to use the front doors. They may only use the rear door. Failure to comply shall result in a fine.
8. Owners and Residents must notify Management or Security of any Common Area broken windows, doors, locks, etc.
9. Owners and Residents must notify Management, Security, or the Chicago Police of any suspicious person(s) and/or behavior.
9. No waterbeds or water furniture is permitted.

## **X. SERVICE AND COMPLAINTS**

- A. The on-site property Manager should be contacted directly for any matter pertaining to the property and for any service requests as they relate to the Common Areas.
- B. Written complaints regarding the staff, including security and maintenance personnel, should be made to the on-site Property Manager. Written complaints regarding the on-site Property Manager should be made to the Board of Directors.
- C. Complaints regarding actions of other Unit Owners, Residents or visitors must be made in writing to the on-site Property Manager or, if after hours, security.
- D. The building engineer and/or maintenance personnel are employed to operate and maintain the mechanical systems and Common Areas of the property. All requests for maintenance or repairs shall be made directly to the Management Office.
- E. After hours, service requests may be made by leaving a message on the Management Office's voicemail. In the event of an emergency, requests shall be directed to the security guard.
- F. No Owner or Resident shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Association.
- G. Any Unit Owner, Resident or guest who subjects a Board member, Management, staff or other Resident or contract worker to any form of mistreatment or verbal abuse is subject to a fine determined by the Board.

## **XI. DUE PROCESS ENFORCEMENT PROCEDURES**

### **A. Complaints and Responses**

1. Complaints shall be made to the Manager or, if after hours, to security, who shall then inform the Manager within twenty-four (24) hours.
2. Complaints can be made orally but must be submitted in writing, within twenty-four (24) hours to the Manager. Complaints not submitted in writing and signed may not result in further action.

3. The Manager, his/her designee, or, if after hours, security, shall undertake an investigation of the report/complaint. The results of such investigation shall be noted in writing and be affixed to the complaint along with a copy furnished to the complainant.
4. The Manager shall open and maintain a file containing all formal complaints against a Unit Owner, all responses to complaints, logs, records of activity, and related memoranda. Unit Owners may review their files in the Management Office by appointment, during normal business hours, and may request, in writing, a copy of their file. The Management Office may charge the Unit Owner a processing fee equal to the time and materials cost of reproducing the file.
5. Following receipt of a written complaint, the Manager shall investigate and notify the alleged offender in writing. If the alleged offender is other than a Unit Owner, the Manager shall furnish a copy of the complaint to the Unit Owner by U.S. mail, e-mail, or hand delivery.
6. Owners may file a written answer or "response" to any complaint against the unit. To ensure timely consideration of the response by the Manager or the Board, it shall be furnished to the Manager within ten (10) calendar days of the complaint receipt. The Manager shall furnish a copy of the response to the complainant by U.S. mail, e-mail, or hand delivery.
7. Written Warnings and Notices of Violation shall be deemed received: (a) when delivered in person, (b) if mailed, when deposited in the U.S. mail as addressed to the Owner's address as provide by the Owner to the Association and maintained by Management, (c) if sent by commercial courier, when deposited with the courier, or (d) if transmitted via e-mail or facsimile, on the date when sent, proof of transmission being by the sender.

#### **B. Management Action**

1. The Manager shall review the Complaint and provide a written report of any investigation and response. The Manager may conduct such further investigation as s/he deems appropriate.
2. If the identity of the alleged offender cannot initially be determined, the Manager may post an "information wanted" bulletin, e.g., describing the car or pet and requesting identification of the Owner.
3. The Manager shall promptly furnish the Board a written determination as to whether a violation of the condominium instruments or Rules and Regulations has occurred. This determination shall include a recommendation of further action. A written copy of such determination and recommendation shall be furnished to the complainant and respondent by U.S. Mail, e-mail, or hand delivery.

#### **C. Association/Board Action**

For any violation of the condominium instruments or Rules and Regulations, the Association, through its Board, may take any appropriate action consistent with those documents, or state or county law.

#### **D. Assessment of Fines/Liens**

1. In addition to other remedies or redress, the Board, as the executive organ and on behalf of the Association, may assess fines for any violation of the condominium instruments or Rules and Regulations. Such fines shall be against the Unit Owner for any violation by the Owner, Residents, or visitors. Such fines shall be treated as an assessment against the Unit Owner's unit for the purposes of the Illinois Compiled Statutes Condominium Property Act (765 ILCS 605) and as the personal obligation of the Owner.



2. Fines may be imposed from the time of the offense but, cannot be assessed until after an opportunity for a hearing. [See Section F, Notice of Hearing]

#### **E. Further Action**

1. Upon receiving a Complaint, and/or the preliminary determination and recommendation from the Manager, the Association (through the Management Company and/or the Board of Directors) shall consider what further action is appropriate.
2. The Association shall determine whether to take further action promptly after receiving the Complaint and the Manager's recommendation
3. If the Association determines that no further action is warranted, it shall then issue a written notice to that effect and the Manager shall promptly forward this notice to the Complainant and any Respondent by U.S. Mail, e-mail or hand delivery.
4. If the Association determines that a violation of the condominium instruments or Rules and Regulations may have occurred for which further action is warranted, it shall then provide the Unit Owner an opportunity to be heard (also referred to as a "Hearing") before taking any such action and if such a Hearing is requested, it shall issue a Notice of Hearing.

#### **F. Notice of Hearing**

1. The Manager shall give notice of a scheduled hearing to the complainant and respondent/Unit Owner.
2. The notice shall be delivered by U.S. Mail, e-mail, or hand delivery.
3. The notice shall specify the date, time, and place of the hearing as well as a description of the alleged violation of the condominium instruments or Rules and Regulations, together with a copy of the Complaint and related memoranda, and the action(s) or remedies which the Board may take or impose.
4. Except in extraordinary circumstances, Hearings will be scheduled for at least thirty (30) minutes and no more than ninety (90) minutes and shall take place during the period of Monday through Thursday; 7:00 p.m. to 9:00 p.m.
5. If the date or time set forth in the "Notice of Hearing" is not convenient, the complainant or respondent shall inform the Manager within five (5) business days. The Manager will coordinate and reschedule a convenient hearing date and time and upon doing so, shall issue a written notice to all parties advising them of the revised hearing schedule. Such notice must be sent via U.S. Mail, e-mail, or hand delivery.

#### **G. Hearing**

1. The Hearing shall be conducted before most of the Board in Executive Session. The complainant, respondent/Unit Owner and property Management representative must attend, as well as any appropriate and relevant witnesses, as determined by the Board.
2. The alleged offender and/or Unit Owner can be represented by legal counsel. However, the Association will not bear any costs associated with the Hearing or with the presence of such counsel, regardless of the outcome of the Hearing. The alleged offender and/or Unit Owner can call appropriate and relevant witnesses.

3. The hearing may be recorded on audio or video tape by the Association, a copy of which will be maintained in the Management Office.

#### **H. Board Decision**

1. Following the hearing the Board shall issue its decision. The Manager shall be furnished a copy of the decision for inclusion in the Management Office files.
2. The Manager shall furnish a copy of the decision to the complainant and respondent (Unit Owner) by U.S. mail, certified or registered, return receipt requested, or e-mail.
3. The decision, including any warning notices contained therein, shall be effective upon receipt by the respondent or, within three (3) days of the mailing or the e-mail, if the receipt is not acknowledged earlier.
4. Written Warnings and Notices of Violation shall be deemed received: (a) when delivered in person, (b) if mailed, when deposited in the U.S. mail as addressed to the Owner's address as provided by the Owner to the Association and maintained by Management, (c) if sent by commercial courier, when deposited with the courier, or (d) if transmitted via e-mail or facsimile, on the date when sent, proof of transmission being by the sender.

#### **XII. OMBUDSPERSON ACT**

**A. The following is the Policy of the Board of Directors ("Board") of the 3410 Lakeshore Drive Condominium Association (the "Association") for resolving complaints made by Unit Owners pursuant to Section 35 of the Condominium and Common Interest Community Ombudsperson Act ("Ombudsperson Act").**

1. Unit Owners who wish to make a complaint ("Complaining Unit Owner") to the Association pursuant to Section 35 of the Ombudsperson Act must complete, date, and sign a Complaint Form. The required Complaint Form is attached to this Policy.
2. The Complaining Unit Owner must deliver a completed Complaint Form to the Association, by certified mail or in person, to the Management Office/Board, at the following address:  
3410 North Lake Shore Drive, Chicago IL 60657,  
within thirty (30) days of the date of the event that is the subject of the Complaint.
3. Within thirty (30) days of receipt of a Complaint Form from a Complaining Unit Owner, the Board shall meet in executive session to review the Complaining Unit Owner's Complaint. At such meeting, the Board may make a Final Determination in response to the Complaining Unit Owner's Complaint, or may make a determination that additional information/documents and/or investigation is required in order to respond to the Complaining Unit Owner's Complaint before making a Final Determination.
4. (a) If the Board determines that additional information/documents is required to review the Complaining Unit Owner's Complaint before making a Final Determination, the Board shall promptly make a request for such additional information/documents to the Complaining Unit Owner. The Complaining Unit Owner shall deliver such additional information/documents, by certified mail or in person, to the Management Office/Board, at the address provided in Section 2, within ten (10) days of the date of the Board's request for additional information/documents.

(b) If the Board determines that additional investigation is required to respond to the Complaining Unit Owner's Complaint before making a Final Determination, the Board shall promptly engage in such investigation.

(c) Within thirty (30) days after receipt of the additional information/documents requested under Section 4(a) above and/or the conclusion of its investigation under Section 4(b) above, the Board shall meet in executive session to review the Complaining Unit Owner's Complaint, the additional information/documents, and the results of its investigation. At such meeting, the Board shall make a Final Determination in response to the Complaining Unit Owner's Complaint, unless the Board determines that it still does not have sufficient information/documents in order to respond to the Complaint before making a Final Determination. If the Board determines that it still does not have sufficient information/documents in order to respond to the Complaining Unit Owner's Complaint before making a Final Determination, or determines that further investigation of the Complaining Unit Owner's Complaint is necessary, the Board shall promptly seek such additional information/documents and continue and conclude its investigation, and shall reconvene, as soon as practical thereafter in order to respond to the Complaining Unit Owner's Complaint.

5. The Final Determination of the Board in response to a Complaining Unit Owner's Complaint shall be:

(a) Made in Writing.

(b) Made within a reasonable time after receipt of the Complaining Unit Owner's Complaint, provided that the Board shall use its best efforts to make a Final Determination in response to a Complaining Unit Owner's Complaint within ninety (90) days of the date of receipt of the Complaining Unit Owner's Complaint.; and

(c) Marked clearly and conspicuously as "Final."

6. The decision of the Board to approve the written Final Determination in response to a Complaining Unit

7. The written Final Determination shall include the following:

(a) A summary of the Complaining Unit Owner's Complaint.

(b) A summary of the documents and information considered by the Board.

(c) The Board's determination with respect to the Complaining Unit Owner's Complaint and any action to be taken by the Association pursuant to such a determination.

8. The written Final Determination of the Board in response to a Complaining Unit Owner's Complaint shall be issued to the complaining Unit Owner by certified mail, within ten (10) days after the date the Board approves the written Final Determination.

9. The written Final Determination shall be deemed confidential and shall not be available to any person other than the Complaining Unit Owner, the Board of Directors, and the Association's managing agent (if any), and the Complaining Unit Owner shall not disclose the written Final Determination to any person (other than such Complaining Unit Owner's attorney), except as may be required by law.

10. The Complaining Unit Owner shall cooperate with requests of the Board for additional information/documents.

11. All Complaint Forms and additional information/documents requested by the Board in connection with the Complaining Unit Owner's Complaint shall be date stamped by the Association upon receipt.

12. The foregoing procedure shall not be available:

(a) If the Complaining Unit Owner owes outstanding assessments, fees, or funds to the Association, unless the assessments, fees or funds are central to the Complaining Unit Owner's Complaint.

(b) If there is a pending complaint filed in any court or administrative tribunal in any jurisdiction or for which arbitration or alternative dispute resolution is scheduled to occur or has previously occurred, concerning the subject matter of the Complaining Unit Owner's Complaint.

(c) To address violations of the Association's Declaration and or Rules for which the Board can levy a fine, as that is governed by a separate procedure.

13. This Policy shall be made available to all Unit Owners upon request.

# **3410 Lakeshore Drive Condominium Association**

## **Exhibit A**

### **SELLING / RE-FINANCING YOUR UNIT**

### **See Sales Procedure for details**

*It is imperative that Unit Owners who plan to sell their Unit follow the specific guidelines set forth below. These procedures must be followed before any sale can be finalized and are in accordance with the Declaration, By-Laws, Rules and Regulations of the Association.*

*These are the four steps you must follow:*

- 1. As soon as you plan to sell your Unit, please call the Management Office at 773-477-0006. The Office will give you a form entitled "Notice of Intention to sell Your Unit". If you are using a realtor, please acquaint them with the section of the building rules pertaining to Sales if they are not familiar with the procedures that must be followed. Sales agents should be aware of the requirements of our Declaration of Condominium, By-Laws, Rules and Regulations.*
- 2. After you have found a buyer, the following forms must be submitted to the Property Management Office:*
  - Notice of Intent*
  - Occupancy Agreement Application (Buyer)*
  - New Owner's Information*
  - Rules and Regulations Acknowledgement Form*

*When the forms are submitted, a check for \$200.- charged by the Association as Move-Out fee must be given to the Management Office by the Unit Owner.*

- 3. Each prospective purchaser must further understand that prior to moving into the building the purchaser will be required to pay a \$200 Move-In fee along with a \$200 deposit to obtain an elevator pass. They will also be required to attend an Orientation Session with the Building Management not later than two weeks after move-in. Their \$200 deposit will be refunded, less any damages to the Common Areas which are caused by either the new occupants or their movers including, but not limited to, the removal of moving boxes, packing materials, etc. at time of Orientation Session.*
- 4. Documents required to buy, sell or re-finance will be prepared and provided by the property management company for a \$200 fee. Those documents will include the following: a condominium questionnaire, form 22.1 document paid assessment letter as well as any other documents required by the lender. All requests must be in writing and the fees must be paid in advance. All requests requiring less than 24 hours turn around will incur an additional surcharge of \$75. Payment for these closing documents is to be made payable to Osher Management Services Inc.*

*Your failure to proceed in the manner set forth could impede any contemplated transfer, causing you unnecessary inconvenience and expense, and subjecting you to the remedies provided in the Declaration of Condominium, the By-Laws, the Rules and Regulations.*

*Please understand that these provisions and procedures are for the welfare of all Unit Owners and that your cooperation will be for your benefit.*

*Sincerely,*

*The Board of Directors  
3410 Lakeshore Drive Condominium Association*

# 3410 Lakeshore Condominium Association

## **Exhibit B** **LEASING YOUR UNIT** **See Lease Procedure for details**

*It is imperative that Unit Owners who plan to lease their unit follow the specific guidelines set forth below. These procedures must be followed before any lease can be finalized and are in accordance with the Declaration, By-Laws, Rules and Regulations of the Association.*

These are the four steps you must follow:

1. As soon as you plan to lease your unit, please call the Management Office at 773-477-0006. The Office will give you a copy of the procedure you need to follow. If you are using a realtor, please acquaint them with the section of the building rules pertaining to Leasing if they are not familiar with the procedures that must be followed. Realtor should be aware of the requirements of our Declaration of Condominium, By-Laws, Rules and Regulations.
2. After you have found a tenant, you must provide the Management Office with the following:
  - A copy of the lease
  - The following completed forms:
    - Exhibit C1 - **NOTICE OF INTENT**
    - Exhibit C2 - **NEW LESSEE'S RESIDENT INFORMATION**
    - Exhibit D - **RULES AND REGULATIONS ACKNOWLEDGEMENT FORM**
    - Exhibit E - **LEASE RIDER**
    - Exhibit F - **DOG REGISTRATION FORM**
    - Exhibit G - **NON-SMOKING ACKNOWLEDGEMENT**
    - Exhibit H - **UNIT OWNER CERTIFICATION OF CRIMINAL BACKGROUND CHECKS ON PROSPECTIVE TENANTS**

The Board may interview the intended lessee.

3. When the forms are submitted, a check in the amount currently charged by the Association (\$200.00) must be given to the Management as either a Move-out or Move-in fee. This fee must be paid before any paperwork processing can begin and is not refundable should you choose not to proceed with the lease.
  - No unit shall be leased for a term longer than two years or for a term shorter than one year.

- Every proposed lease shall expressly provide that the lessee shall be bound by and subject to all the obligations of the Unit Owner, as set forth in the Condominium Declaration, By-Laws, Rules and Regulations.
  - Every proposed lease shall further contain the express provision that “No water furniture is allowed on the premises”.
  - Every lease shall contain a Rider in the form included herein as Exhibit A.
  - Each Unit Owner shall be responsible for providing the lessee(s) a copy of the Rules and regulations of the Association as well as any amendments thereto.
  - All fines and expenses of the Association, in connection with any violations under these rules by the lessee, shall be assessed to the account of the associated unit Owner.
  - Owners leasing to family members without a formal lease are required to submit a letter containing information normally given on a lease about a tenant and must provide the family member with the same information, including copies of these Rules and Regulations as would be supplied any other tenant.
4. Each prospective lessee must further understand that after the Board of Directors approves the request that the lessee, will be required to deposit with the Association the sum of \$200.00 Move-In fee along with a \$200.00 refundable elevator deposit. They will also be required to attend an Orientation Session with the Building Management not later than two weeks after move-in. This \$200.00 will be refunded, less any damages to the common areas which are caused by either the new occupants of their movers including, but not limited to, the removal of moving boxes, packing materials, etc. at time of the Orientation Session.
5. Before arrangements are permitted for a new lessee to have access to the building, elevators, and the building facilities, the lessee must have a signed Rules and Regulations Acknowledgement Form from the Managing Agent indicating that the Occupancy Rules and Regulations have been followed.

Board of Directors  
3410 Lakeshore Condominium Association

# 3410 Lakeshore Drive Condominium Association

## EXHIBIT C

### UNIT OWNER CONSENT TO ELECTRONIC DELIVERY OF NOTICE AND DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

The undersigned, being all of the Owners of Unit \_\_\_ in the 3410 N. Lakeshore Drive Condominium Association, agree that the terms "mailed" and/or "delivered", for the purpose of the giving or service of any notice, or any other document, required or permitted by the Illinois Condominium Property Act ("Act") or by the Association's Declaration of Condominium and/or By-Laws and/or rules, is deemed effective notice to such Unit Owner(s) if and at the time such notice is transmitted by electronic means to such e-mail address(es) as appears on the records of the Association.

The following is the e-mail address(es) where such electronic notice is to be transmitted:

\_\_\_\_\_

This Consent can be rescinded or the e-mail address where electronic notice can be delivered can be changed by written notice delivered to the Association.

CHECK **ONE** OF THE FOLLOWING BOXES AND COMPLETE THE BLANK LINES:

If I check this box, I hereby authorize the Association to provide another Owner the following **electronic address** on any list of Members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws: e-mail address: \_\_\_\_\_ (If I leave this line blank, then the Association shall provide the same e-mail address as I have provided to the Association for delivery of notices).

If I check this box, the Association shall only provide another Owner the following **U.S. Postal address** on any list of Members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws. U.S. Postal Address: \_\_\_\_\_ (If I leave this line blank, then the Association shall provide the same U.S. Postal Address as I have provided the Association for delivery of notices).

If I check this box, I hereby authorize the Association to provide another Owner the following **electronic address and U.S. Postal address** on any list of Members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws. E-mail address: \_\_\_\_\_ U.S. Postal Address: \_\_\_\_\_ (If I leave this line blank, then the Association shall provide the same e-mail address/U.S. Postal Address as I have provided the Association for delivery of notices).

This designation can be changed by notice delivered to the Association.

\_\_\_\_\_  
UNIT OWNER NAME

\_\_\_\_\_  
UNIT OWNER SIGNATURE

\_\_\_\_\_  
UNIT OWNER NAME

\_\_\_\_\_  
UNIT OWNER SIGNATURE

DATE: \_\_\_\_\_, 20\_\_



**3410 Lakeshore Drive Condominium Association**

**Exhibit C1**  
**NOTICE OF INTENT (Rental)**

**Date:** \_\_\_\_\_ **Unit Number:** \_\_\_\_\_

**Name(s) of Present Unit Owner(s):**

\_\_\_\_\_  
(Please Print)

**Address:**

**City / State / Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_

*In accordance with the regulations established by the Board of Directors ("Board"), under the "Declaration of Condominium Ownership", I hereby submit to the Board this Notice of Intention ("Notice") to lease, the above described property to the party or parties named following and upon the terms specified in the attached lease. The tender to, and receipt to, the Board of this completed form shall constitute a valid notice of my intention to lease my Unit.*

**TERMS OF LEASE:**

Attached is a true copy of the lease, setting forth all the terms of the agreement between the parties.

**Monthly Rent:** \_\_\_\_\_

**Unit Owner Signature(s):** \_\_\_\_\_

***Please submit this form to the Management Office.***

**3410 Lakeshore Drive Condominium Association**  
**Exhibit C2**  
**NEW RESIDENT INFORMATION**

Date: \_\_\_\_\_ Unit #: \_\_\_\_\_ Is Unit Rental: Y/N

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

**Mailing Information (If Different than the Above):**

Street Address	Unit	City, State Zip

**Contact Information:**

Primary Telephone #	Work Phone #	Cell Phone #	Secondary Phone #	E-Mail Address

**Emergency Contact Information:**

Name and Telephone # for 1 Person	Name and Telephone # for 1 Additional Person

**ADDITIONAL INFORMATION (if applicable):**

**Following Individuals have Authorization to Enter My Unit:**

Name (s)	Relationship	Phone Number

Storage Locker Number	Parking Space(s)

**Vehicle(s) Information:**

	Make	Model	Color	License Plate	State
1					
2					

**Pet(s) Information:**

Type	Pet's Name	How Many	Breed	Color	Age	Sex	Weight

*I understand that it is my responsibility to notify the Management Office if there are any changes to the above information.*

Residents' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residents' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owners' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**3410 Lakeshore Drive Condominium Association**  
**Exhibit D**  
**RULES AND REGULATIONS ACKNOWLEDGEMENT FORM**

**Unit #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The following summarizes **only** select rules for 3410 Lakeshore Condominium Association. Residents and owners are obligated to **know and adhere to all Rules** and further, to be responsible for the same by their guests, contractors, etc. This summary reflects **only certain rules** that serve the association's best interests, including safety and equal enjoyment for its owners and residents. **By my signature below, I hereby acknowledge I have received and understand the Association Rules and Regulations. I agree to fully comply with the rules and I am aware that fines may apply for violations of rules.**

**Smoking: smoking and vaping is not allowed anywhere inside of the building** to include common areas, limited common areas, and **inside the units**, including balconies and decks.

**Water Furniture:** No waterbeds or water furniture are permitted.

**Washing Machines, Clothes Dryers, Garbage Disposals and Portable Dishwashers:** Are not permitted.

**Window Treatments:** Only approved colors of window treatments are permitted.

**Garage:** Only permitted vehicles may be parked, Management may authorize towing (which may occur without notice and be charged to the owner), parking spaces should be maintained free of any fluids. Owners/tenants of tandem spaces shall provide keys to his or her vehicle to the owner/tenant of the related contiguous tandem space.

**Insurance:** Proof of homeowner's insurance **and** renter's insurance must be provided to the Management Office within 30 days of move-in. Failure to provide such proof will result in a fine.

**Building Staff Services:** Staff operates and maintains building systems and common areas. Additional services may be requested via work orders, for which fees may apply.

**Moves and Deliveries:**

- **Owners must schedule moves** at least one week prior to the desired move date. Moves will not be scheduled until a completed leasing package is submitted.
- Moves are not distinguished by weight or volume (consult the Rules).
- Moves are limited to 2 per day and are allowed every day except on Sunday and all national holidays. (9:00 am to 1:00 pm or 1:00 pm to 5:00 pm).
- Deliveries are allowed the same days as moves. Need to be scheduled if may take longer than 15 minutes.
- Protective padding must be placed on hallway carpeting leading to the individual's unit.

**Trash and Recycling:** Garbage chute rooms must be kept free of debris, and all refuse bagged securely and pushed down the chute. Large bags that cannot fit into the chute, should be carried down via the service elevator to the trash bins in the parking garage. Extraordinary disposal (e.g., furniture, appliances) must be arranged via management (a fee may apply).

**Pets:** (a) Dogs are allowed only up to the 7<sup>th</sup> floor. (b) Each unit can have up to two pets with a combined weight of not more than 50 pounds. (c) each dog must be registered with the management office (d) enter/exit via back door and the freight elevator, and (e) not be a nuisance/create an unreasonable disturbance.

**Resident's Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Resident's Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Management Office**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**3410 Lakeshore Drive Condominium Association**

**Exhibit E**  
**LEASE RIDER**

Unit # \_\_\_\_\_

Notwithstanding, the terms of the foregoing lease, the provisions of this Rider shall take precedence over the written terms of the lease.

This Rider is added to the attached lease in accordance with the Rules and Regulations of the 3410 Lakeshore Condominium Association. By this Rider, the undersigned parties acknowledge expressly that every lease and the parties thereto shall be subject to all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association and any failure by the lessee to comply with the terms thereof shall be deemed to be a default under this lease.

The lessor agrees to be responsible for any and all fines and expenses incurred by the Association in connection with any violation of any provision of the Declaration, By-Laws or the Rules and Regulation committed by the lessee; and the lessor shall promptly pay to the Association the amount of any such fines and expenses upon the Association's demand.

The Lessor shall provide the Lessee with a copy of the Declaration, By-Laws and Rules and Regulations of the Association.

The Board of Directors of the 3410 Lakeshore Drive Condominium Association shall be a third-party beneficiary of said lessee and shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of the 3410 Lakeshore Drive Condominium Association or the Board of Directors shall be deemed to have been waived or void by reason of any previous failure to enforce the same.

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
**Lessor** **Lessee**

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
**Lessor** **Lessee**

\_\_\_\_\_ (Date) \_\_\_\_\_ (Date)

NOTE: A signed original of said lease and this rider must be given to the Board of Directors or its Managing Agent for the Association files in accordance with the Rules & Regulations.

**Please submit this form to the Management Office.**

# 3410 LAKESHORE DRIVE CONDOMINIUM ASSOCIATION

## Exhibit F Dog Registration Form

ALL PETS ARE REQUIRED TO BE REGISTERED WITH THE MANAGEMENT OFFICE  
THE FOLLOWING ITEMS ARE REQUIRED FOR REIGSTRATION:

- DOG REGISTRATION FORM SIGNED ACKNOWLEDGING RECEIPT OF THE 3410 N LAKESHORE DR. CONDO ASSOCIATION PET RULES AS STATED IN THE RULES & REGULATIONS
- COPY OF CURRENT VACCINATION RECORDS
- PAYMENT FOR DOG REGISTRATION INITIAL FEE (\$100)
- PHOTO OF YOUR DOG
- FOR SERVICE DOG, ADD A CURRENT ESA CERTIFICATE

Each dog owner assumes full responsibility for personal injuries and/or property damage caused by his/her dog. Any dog that creates a nuisance to the building or to a resident of the building shall subject the owner to the violation procedure and/or fines. For further information, please refer to the Pets section of the Rules & Regulations.

DATE: \_\_\_\_\_ UNIT #: \_\_\_\_\_

DOG OWNER: \_\_\_\_\_

PREFERRED PHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### DOG INFORMATION:

NAME:	BREED:	SEX:	WEIGHT:	COLOR:
NAME:	BREED:	SEX:	WEIGHT:	COLOR:

RABIES VACCINATION #: \_\_\_\_\_

VACCINATION EXPIRATION DATE: \_\_\_\_\_

VACCINATION GIVEN BY (VETERINARIAN): \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

FOR OFFICE USE ONLY  
PAID DATE:

\_\_\_\_\_

I Understand and agrees to abide by the 3410 N Lakeshore Dr. Condominium Association's Per Rules

SIGNATURE: \_\_\_\_\_

**3410 LAKESHORE DRIVE CONDOMINIUM ASSOCIATION**

**Exhibit G**

**NO SMOKING ACKNOWLEDGEMENT**

I understand that 3410 Lakeshore Drive Condominium Association is a **NON- SMOKING** Building.

I recognize that **smoking and vaping is not allowed anywhere inside of the building** to include common areas, limited common areas, and **inside my unit** including balconies and decks. If I or my guests are found to be smoking or vaping anywhere in the building, it will be considered a violation and an **automatic fine of \$500 to \$1,000 will be levied against my unit owner.**

I can also face possible eviction for repeated offenses.

I will abide by the 3410 Lakeshore Drive Condominium Association Smoking Restriction and Ban.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Unit # \_\_\_\_\_

Date \_\_\_\_\_

# 3410 Lakeshore Drive Condominium Association

## Exhibit H

### UNIT OWNER CERTIFICATION OF CRIMINAL BACKGROUND CHECKS ON PROSPECTIVE TENANTS

The 3410 Lakeshore Drive Condominium Association has adopted rules regarding leasing of Units which require leasing owners to conduct criminal background checks on all prospective tenants.

The Association and the undersigned understands that such criminal background checks must be kept confidential pursuant to the Cook County, Illinois Just Housing Ordinance and that the Unit Owner cannot submit a copy of the criminal background check or its results of the Board or Management.

In the alternative, the undersigned Unit Owner does hereby certify that he/she has conducted a criminal background check on all tenants over the age of 18, who will be leasing or occupying the Unit Owners condominium.

-----  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_,

# **3410 Lakeshore Drive Condominium Association**

## **Exhibit I**

### **FEE SCHEDULE**

#	ITEM	AMOUNT	PAGE	SECTION
	<b>Association Fees</b>			
1	Continuing Violation	\$25 per day	8	II.E
2	Late Charge – Unpaid Fine	\$60	8	II.F
3	Late Charge – Assessment	\$60	8	III
4	Non-Sufficient Funds	\$50	8	III.C
5	Rush Leasing	\$100	13	IV.G.1
6	Additional Maintenance Visit	\$10	14	IV.H.5
7	Additional Window Screen	\$15	14	IV.H.6
8	Water Shut-Off	\$50	14	IV.H.7
9	Large Disposal Fee	\$20 per square yd.	17	IV.L.6
10	Move-Ins/Outs	\$200	23	V.G.6
11	Move-Ins/Outs Security Deposit	\$200	23	V.G.6
12	Dog Fee	\$100	25	VI.A.9
13	Rooftop Large Party Deposit	\$100	29	VIII.C.2
14	Documents required to buy, sell or re-finance	*\$275	38	Exhibit A.
15	Item 14 Requiring Less Than 24 Hours	*\$100	38	Exhibit A
16	Special request copies by owner, (Minimum 1 hour)	\$70 per hour		
17	Bed Bug Consequences	\$500	16	IV.I.2.d. i
18	Violation of Large Disposal Item	\$100	17	IV.L.6
19	Move-in/out without Notification	\$400	23	V.G.7
20	Smoking Violation	\$500 <sup>1</sup>	19	IV. I.1
21	Unregistered Dog	\$500	25	VI.A.10
22	Violation of Fresh Christmas Trees Rules	\$75	21	V.C.4.c
23	Non-Notification of Rooftop Large Party	\$150	29	VIII.C.2
24	Fine at the Board Discretion		11	IV.C.1

All fees mentioned above are to be made payable to 3410 Lakeshore Drive Condominium Association.

\*Check for Items 14 – 16 made payable to Osher Management Services, Inc.

<sup>1</sup> The fine for subsequent smoking violations will be \$1000





**Osher Management Services, Inc.**

*Consider It Done!*

**ASSESSMENT PAYMENTS MADE EASY**

*Put your Condo payment on "Automatic" Leave the rest to us!*

**Automatic Payment is an easy and convenient way to make your monthly assessment payments. By signing up for Automatic Payment, you will:**

- \*Free yourself of monthly check writing*
- \*Stop worrying about checks being lost or delayed in the mail*
- \*Have a record of payment on your bank statement*
- \*Save postage and cost of checks*
- \*Make payments even when you are on vacation or out of town*

**To enroll in the Automated Payment Program, fill out the information below, attach a voided check and return to Osher Management Services, Inc.**

**YES**, please put my monthly assessment payments on "Automatic" drawn on the (circle one) **5<sup>th</sup>** **10<sup>th</sup>** **17<sup>th</sup>** day of the month

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Condo Name: **3410 Lakeshore Dr Condo Association.** Apt # \_\_\_\_\_

Bank Name: \_\_\_\_\_ Routing#: \_\_\_\_\_ Acct # \_\_\_\_\_

Checking  Savings

I(we) authorize Osher Management Services, Inc. to initiate monthly debits, beginning next month and continuing each month thereafter, for payment of my monthly assessment, and for the financial institution specified by me to pay the amount from my checking or savings account. I understand that the funds will be withdrawn on the first calendar day of each month and that it is my responsibility to ensure sufficient funds are in my account at that time. This authorization will remain in effect until revoked by me, in writing, at least 15 days prior to the 1<sup>st</sup> day of the effective month. I acknowledge that the originations of the ACH transactions to my account must comply with the provisions of U.S. law. (Enclosed is an unsigned voided check from my account.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_