

# **Rules and Regulations**

For The

## **Chess Lofts Condominium Association**

Revised May 29, 2012

### **I. General**

**1.1** The Board shall have such rights and remedies as may be available to the Board at law or in equity, and/or as set forth in the declaration, by-laws, or these rules and regulations. The Association may issue fines and exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Association Board deems necessary and desirable.

**1.2** Chess Lofts residents are to conduct themselves in a respectful manner at all times and are to be conscientious of making excessive noise, especially during quiet hours, which are in effect Sunday through Thursday from 10:00 p.m. to 8:00 a.m. and Friday and Saturday from 11:00 p.m. to 8:00 a.m.

**1.3** Unreasonable noise and disturbances are prohibited. Residents shall not play televisions, stereos, instruments, operate equipment, yelling excessively, etc., in a manner which disturbs the other residents at any time. Units subject to unreasonable noise complaints will receive one written warning. Additional complaints will subject the Unit owner to a \$100 fine per occurrence.

**1.4** If a Unit Owner or Resident has justified cause to call the police due to unreasonable noise or disturbance perpetrated by another Unit, and the disturbance warrants the involvement of the Board or Association Management, then the Unit responsible for the noise or disturbance will subject the Unit Owner to a \$100 fine. In cases where such unreasonable noise or disturbances is acute enough for a police report to be filed, than the Unit responsible for the noise or disturbance will subject the Unit Owner to a \$500 fine.

**1.5** Unit Owners are responsible for their own conduct and the conduct of all lessees, occupants and guests while in the building. Declarations, by-laws, or rules and regulations violations, as well as, thefts, damages or disturbances perpetrated by any person given access to the building by a Unit owner, their lessees, occupants, guests or families, shall subject the Unit Owner to associated fines and damages.

**1.6** Each Unit Owner is required to maintain insurance on the contents of his/her Unit, and to maintain coverage for his or her Unit to the extent not covered by the Association's insurance policies. By January 30 of each year or within 30 days of new ownership, Unit Owners must provide a copy of proof of home owner's insurance to the Management Company. Failure to provide proof of insurance will subject the Unit owner to a \$100 fine.

**1.7** Exterior window washing will be provided by the Association on a periodic basis. Only those windows which are not directly adjacent or reasonably accessible from a terrace/patio or balcony will be cleaned. Unit owners or their occupying tenants are responsible for the removal of their screens during scheduled window washings.

**1.8** Carts provided in the building are the property of the Association and may only be used by residents who live at Chess Lofts. Carts are prohibited from being taken outside the building and residents are prohibited from storing Association carts in their unit. Carts must be returned, directly following use, to their designated locations in the building. Violators are subject to a \$100 fine for improper use of an Association cart. Thefts or damages of an Association cart perpetrated by any person (where access to a building cart was provided by a Unit owner, their lessee, or guest) shall subject the Unit owner to the actual costs and expenses for repairing or replacing any property irreparably damaged or destroyed, which property was damaged or destroyed as a result of or in relation to the cart violation, and all other damages, if any, attributable to or resulting from the cart violation.

## **II. Common Elements**

**2.1** Activities, actions or omissions, storage of any materials, or other conducts which creates a nuisance, unreasonable disturbance or annoyance to other residents, and/or which disrupts the peace or causes damage to the Common Elements or to Units, is expressly prohibited.

**2.2** Nothing shall be done in, on, or to the Units or the Common Elements which would violate any law, increase the rate of insurance on the property, impair the structural integrity of the Buildings, or alter the Building, or cause inconvenience or damage to other residents. This includes, but not limited to, removal of any interior wall on any unit. In the event Owner wishes to remove an interior wall, the Board must be notified 30 days prior and granted access to the unit to determine whether this will affect the structural integrity of the building. Nothing shall be altered, constructed on, or removed from the Common Elements except with the prior written consent of the Board.

**2.3** Building door fobs and keys are unique to each owner and/or resident, should be regarded as private, and should not be shared with anyone else. Unit owners and/or residents found to have shared their door fobs and/or keys with a non-resident or unauthorized vendor will be subject to a \$100 fine. Unit owners and/or residents found to have engaged in the illegal duplication of their door fob and/or keys will be subject to a \$500 fine.

**2.4** Storage of personal items including, but not limited to, shoes, umbrellas, door mats, coolers, storage totes, etc. is prohibited in the Common Elements. Violators are subject to a \$100 fine.

**2.5** Bicycles may only be stored in units, within the confines of an authorized garage space or in the designated bike areas in the garage. Bicycles are not to be stored in Common elements. Storage of bicycles in prohibited areas will result in a \$100 fine.

**2.6** Entrances, lobbies, and stairwells are for access to the Units and garages only and shall not be used for storage of personal property of any kind. Any personal items stored in common areas will be immediately removed and disposed of without warning. Violators are subject to a \$100 fine.

**2.7** No firecrackers or fireworks are allowed in common areas, roof, balconies/patios, or the ground level building exterior. Use of fireworks will result in a \$500 fine.

**2.8** Unit Owners shall be responsible for all damage to the Common Elements caused by their actions, the actions of their lessees, guests and families. Unit Owners shall timely report any such

damage involving the Common Elements to the managing agent in writing. Failure to timely report such damage may subject the owner to a \$100 fine. The Association shall repair such damage and charge back the cost thereof to the violating Unit Owner.

**2.9** Holiday and seasonal decorations may be displayed on doors or balconies provided such decorations do not pose any hazard or block corridors, do not make noise, and do not cause damage to the door. Holiday decorations shall be displayed no earlier than four weeks prior to a holiday and no later than one week after a holiday. Unit Owners shall be responsible for clean-up and disposal of decorations. In the event the Board deems any decorations to be excessive, unsightly, or to cause a nuisance, the Board reserves the right to require removal of such decoration.

**2.10** Live Christmas trees must be bagged and discarded as designated by the City of Chicago. Discarded trees must be bagged and discarded at designated locations only. Trees are not to be left in the trash room, hallways, or trash chute rooms. The fine for improper disposal of Christmas trees is \$100. See Section 3.9 for regulations governing non-holiday lights.

**2.11** The display of For Sale/For Rent signs in windows or on balconies is prohibited and will result in a \$100 fine.

**2.12** Open House sandwich board signs, with a maximum size of 24" x 36", are permitted only in the front exterior of the building and only during the actual time of the open house. Violators are subject to a \$100 fine.

**2.13** Smoking is prohibited in all common areas and will result in a \$100 fine per occurrence.

**2.14** Consumption of alcohol and possession of open alcohol containers is prohibited in all common areas, with the exception of the roof, and will result in a \$100 fine per occurrence.

**2.15** All common element doors must be kept closed at all times for fire and security precautions. No door is to be propped open and left unattended at any time. Violators are subject to a \$100 fine.

**2.16** All Unit Owners are provided with a designated mailbox in the lobby for use by the United States Postal Service. All packages not suitable for a designated mailbox are to be delivered to and stored in the secure package room adjacent to the mailboxes. Entry to the package room is by key only and access is limited to Unit Owners, Lessees or authorized individuals. Tampering with or removal of mail/packages not belonging to the addressee is a Federal offense and may be prosecuted as such. Unit Owners and/or residents found to have removed a package not belonging to them are subject to a \$500 fine plus the value of the package contents. All thefts will be reported to the Chicago Police Department.

### **III. Balconies and Terraces**

**3.1** All furniture must be of sufficient weight to prevent it from being blown from balconies/patio/terraces. Unit owners assume full responsibility for all damage or injury caused by any article dislodged or blown from a balcony/patio/terrace.

**3.2** All flower baskets, containers, and all other garden related items must be installed on the inside of the balcony/patio/terrace. No items are allowed to hang over the exterior edge of the building or

above the sidewalk. Unit owners assume full responsibility for all damage or injury caused by any article that falls from a balcony/patio/terrace. Violators are subject to a fine of \$100.

**3.3** Nothing is to be swept, thrown or dropped from balconies/patios/terraces. This applies to, but is not exclusive to water, dirt, trash, paper or any other object. Hosing down of balconies is not permitted. It is recommended that balconies be broom swept or vacuumed. Violators are subject to a fine of \$100.

**3.4** Throwing cigarette butts off of balconies/patios/terraces is strictly prohibited and will result in a \$100 fine per occurrence.

**3.5** Bird feeders are not allowed. The presence of bird feeders on a unit balcony/patio/terrace area will result in a \$100 fine.

**3.6** Balconies, patios, terraces, or the exterior surfaces of the building shall not be used to dry or air laundry, linens, rugs, etc. Violators are subject to a fine of \$100.

**3.7** Only gas/propane/electric grills are permitted on balconies/patios/terraces. The use of charcoal grills is strictly prohibited per the City of Chicago ordinance Violators are subject to a fine of \$100.

**3.8** All items kept on balconies/patios/terraces must be appropriate “outdoor living” items. Items stored on terraces should not be visible from the street. Violators are subject to a \$100 fine.

**3.9** Non-holiday balcony/patio/terrace lighting is permitted. Only white lights are allowed during non-holiday periods. Lights must be fully secured. Balcony lights must be tightly wrapped around rail and must not hang or be able to be blown by the wind. Violators are subject to a \$100 fine. See section 2.9 for regulations governing holiday lights.

## **IV. Roof**

**4.1** The rooftop must be kept clean at all times and residents are responsible for the removal of all non-Association owned items, including trash that they bring onto the roof. Violators are subject to a \$100 fine.

**4.2** Nothing is to be thrown off the roof including, but not limited to, cigarette butts, firecrackers/fireworks, rocks or any other object. Damages and related cost resulting from these actions are the responsibility of the offending party. Individuals throwing items off of the roof will be fined \$500 per occurrence plus the cost of damages.

**4.3** The Association may provide furnishings for the roof, including but not limited to tables, chairs, greenery, and grills. Owners, residents, and their guests are asked to be respectful and responsible when using common furnishings. Association provided furnishings are for common use only and may not to be removed from the roof or designated storage areas. Violators are subject to a \$100 fine and the cost of replacement of missing items.

**4.4** All non-Association owned items used on the rooftop, including chairs, tables, coolers, etc. must be removed immediately after use. The roof is subject to strong winds and removal prevents items

from blowing off the roof. All garbage must also be removed from the roof. Violators are subject to a \$500 fine.

**4.5** Residents are required to stay within the designated concrete paver area on the roof for safety reasons. Designated green roof trays are not permitted to be walked on. Persons using the roof are responsible for damage caused to any roof elements, including the roof vents, green roof plants, and air conditioning units. The Association shall repair such damage and charge back the cost thereof to the violating party, plus a \$100 fine per occurrence.

**4.6** Glass containers of any type are not permitted on the roof. Violators are subject to a \$100 fine.

**4.7** Organized parties are prohibited on the rooftop. Violators are subject to a \$100 fine.

## **V. Architectural Control and Landscaping**

**5.1** Unit Owners are prohibited from making alterations or additions to the Common Elements, including the exterior of the Buildings, the Building structures, or the structural components within the Units, and including all interior portions of the Common Elements, except with the prior express written approval of the Board. In the event that changes are made without Board approval, all cost associated with returning the building to its original condition will be incurred by the responsible unit owner. In addition, all unauthorized changes will be assessed a \$500 fine.

**5.2** Unit Owners are prohibited from making any changes to the exterior appearance of the Units or Building, including but not limited to painting, adding or removing any portion of the Building, making vents or openings in the exterior walls, adding outside wiring, or moving or re-locating interior walls, except with the prior express written approval of the Board. In the event that changes are made without Board approval, all cost associated with returning the building to its original condition will be incurred by the responsible unit owner. In addition, all unauthorized changes will be assessed a \$500 fine.

**5.3** The replacement of all unit door hardware for hallway and balcony/terrace doors must be approved by the Board prior to installation. This will help enable uniformity and ensure building and unit security. Violators are subject to a \$100 fine and will be required to remove non-approved hardware at the owner's expense.

**5.4** Requests for approval of alterations shall be in writing and submitted to the managing agent. Requests shall include the Unit Owner's name, mailing address, unit address, telephone numbers, description of the proposed alterations, specification for the alteration (including size, type, gauge, color, finish, quantity, and quality of the materials and a description of all processes), and a drawing of the proposed alteration. Violators are subject to a \$100 fine.

**5.5** All alterations made without the prior express written approval of the Board shall be subject to removal at the Unit Owner's expense, and shall be a violation of these Rules and Regulations. The Board shall exercise such rights and remedies as may be available, at law or in equity, to remedy and cure the violation. Violators are subject to a \$100 fine.

**5.6** Unit owners are required to notify management in writing prior to scheduling a contractor to access the common areas, garage, loading dock parking or to do work in their unit. Violators are subject to a \$100 fine per documented occurrence.

**5.7** Personal signs/flyers of any type are prohibited in the common elements, (with the exception of the resident's bulletin board adjacent to the fitness room) unless otherwise authorized by the Board. Excessive or inappropriate materials posted on the resident's bulletin board may be removed by the Board or management. Violators are subject to a \$100 fine.

**5.8** In some cases, the Association may require access to individual Units in accordance with a building maintenance or repair project. In the event that the Association or its contractors need access to a Unit, the Unit owner is required to give access by providing a key along with written access permission or must be present at a date/time designated by the Association or its contractors. Failure to provide access to a Unit will result in a \$100 fine per occurrence.

**5.9** In the event of an emergency, the Association may access individual Units, through any means necessary, in an effort to address serious security matters or building repairs deemed of an emergency nature.

## **VI. Fitness Room**

**6.1** Exercise equipment is furnished by the Association, which assumes no responsibility or liability for injury due to its use or for the loss or theft of personal property. Residents use the facility at their own risk.

**6.2** Children Under the age of 12 are not permitted in the fitness Room unless accompanied by an adult.

**6.3** Use of equipment should be limited to 30 minutes on each piece of equipment when demand is high or others are waiting.

**6.4** Personal equipment is not allowed in the Fitness Center. Any unauthorized equipment will be removed without notice.

**6.5** Equipment should be wiped off after each use.

**6.6** Only music devices with individual headsets are permitted.

**6.7** The TV in the fitness room shall be turned off before leaving.

**6.8** Food and beverages are not permitted in the Fitness Center with the exception of bottled water and/or energy drinks. No glass is allowed at any time.

**6.9** Appropriate clothing must be worn at all times. Rubber soled shoes, preferably non-marking athletic shoes, are required when using equipment. Bare feet are not permitted and shirts must be worn at all time.

**6.10** Fitness Room violations, thefts, damages, or disturbances shall subject the Unit owner to associated fines and damages.

## **VII. Animals and Pets**

**7.1** Only common house pets are allowed to be kept in units.

**7.2** No more than three (3) total cats/dogs are allowed per unit. Owners exceeding the maximum number of pets will be assessed a \$100 fine per additional animal per month.

**7.3** Dog owners are responsible for paying an annual \$25 dog ownership fee, per registered dog. If a Unit Owner or his/her tenant is found to be in possession of a non-registered dog, a \$100 fine will be assessed, in addition to the annual registration fee.

**7.4** All cats and dogs must be registered with the Association by completing a pet registration form and submitting the completed form, along with a photograph of the pet, to the managing agent. This form can be obtained from the Management Company. Failure to register a cat or dog will result in a \$100 fine.

**7.5** Animals may not be kept, bred, or maintained on the property except that household pets are permitted only if they are not kept, bred, or maintained for any commercial purpose, and only if they are kept strictly in accordance with these Rules and Regulations.

**7.6** Pets shall not be left unattended in the Common Elements at any time. All pets must be on a leash no longer than five (5) feet when in the Common Elements.

**7.7** Each resident shall be responsible for picking up after any animal kept in a unit and responsible for removing any waste deposited by such animal anywhere in the common elements or anywhere on the property including the dog run and sidewalk/parkway adjacent to the building. Residents who do not pick up their pet waste will subject the violator to a \$100 fine per documented occurrence.

**7.8** Pets shall not be fed in the Common Elements. Feeding of wildlife is also prohibited in order to prevent attracting rodents. Violators are subject to a \$100 fine.

**7.9** Any deposit of waste by a pet in the second floor dog run shall be promptly disposed of by the person attending the pet. Violators are subject to a \$100 fine.

**7.10** Any damage to the common elements (including the designated pet areas) or to Association property caused by a pet shall be repaired by the Association, and the cost of such repair shall be billed to the violating resident. The pet owner shall be liable for damages to property and/or injury to persons caused by a pet.

**7.11** Pet owners shall maintain control of their pets at all times. The Board may order removal of any pet creating a nuisance, unreasonable disturbance, or damage to Association property after notice and opportunity for hearing as provided in Part IX (Enforcement and Remedies) of these Rules and Regulations.

## **VIII. In-Unit Party Guidelines**

**8.1** Unit Owners are asked to be courteous when planning a party or large group gathering and inform neighbors of their plans.

**8.2** Unit Owners are responsible for any necessary cleanup of common elements resulting from their party.

**8.3** Any damage to common areas resulting from party activity will be the responsibility of the unit owner.

**8.4** All common element doors must be kept closed at all times for fire and security precautions. No door is to be propped open and left unattended at any time.

**8.5** Refer to Section I regarding noise guidelines.

## **IX. Leases and Rentals**

**9.1** All new tenants, where an accepted lease has been executed to reside at Chess Lofts, are required to attend a face to face interview with Association Management no less than seven (7) days prior to moving into the building. Interviews may be scheduled Monday through Friday from 9:00 a.m. to 5:00 p.m. (or at such other time approved by Management) at the Management office. There is a \$50 non-refundable fee for the interview, payable directly to the Management Company. It is the responsibility of the Unit Owner to ensure all tenants listed on the lease complete the required interview. Failure to complete such interview will subject the Unit Owner to a \$500 fine.

**9.2** All leases must be written using a standard City of Chicago apartment or condominium lease. Alternative leases are not permitted, however amendments to a standard lease are acceptable. All pertinent lease details (lease date, term, amount, lessee contact info, etc.) may not be missing or marked out from view. The submission of an incomplete or non-standard lease will subject the Unit Owner to a \$100 fine per month until approved documents are received.

**9.3** A clearly legible copy of the lease shall be delivered to Management seven (7) days prior to moving into the building. Lessees who move into the building prior to Management acknowledging receipt of a copy of the lease, will subject the Unit Owner to a \$100 fine per month until an approved lease is received.

**9.4** All lessees must review and sign an acknowledgement of the Rules and Regulations document. The signed copy must be submitted to Management seven (7) days prior to moving into the building. Lessees who move into the building prior to Management receiving a copy of the acknowledged Rules and Regulations, will subject the Unit Owner to a \$100 fine per month until approved documents are received.

**9.5** All lessees must fill out and complete a Renter Information Sheet and submit a copy to Management seven (7) days prior to moving into the building. A copy of the info sheet can be obtained from the Management Company. Lessees who move into the building prior to Management receiving a copy of the Renter Information Sheet, will subject the Unit Owner to a \$100 fine per month until approved documents are received.



**9.6** All leases must be real and verifiable. Any Unit Owner or agent acting on behalf of a Unit Owner found to be submitting false or forged documents to the Association, will subject the Unit owner to a \$500 fine per occurrence.

**9.7** Chess Lofts declarations, bylaws, and these rules and regulations strictly forbid leasing of a Unit for less than a six (6) month period.

**9.8** Subletting is strictly prohibited. Unit Owners found to be subletting units will be subject to a \$1,000 fine per occurrence and sublet tenants will be required to move out immediately.

**9.9** Unit owners may not directly or through an agent intentionally advertise market, promote, or otherwise offer a Chess Lofts Unit that implies or in any way misleads the public that the Unit is available as a short term, hotel, vacation, sublet, or transient stay. Unit Owners or their agents who use the Internet, newspaper or any other medium (which are purposed for short term stays) to promote a Unit in such a manner will subject the Unit Owner to a \$500 fine for the first documented offense, a \$1,000 fine for the second documented offense, and a \$2,500 fine for each additional documented offense. Prohibited websites include, but are not limited to: Craigslist.com under sublets, temporary or vacation rentals; Airbnb.com; Roomorama.com; Sublet.com; etc.

## **X. Parking and Use of Motor Vehicles in the Common Elements**

### **A. Definitions**

**1. Permitted Vehicles:** The following motor vehicles are Permitted Vehicles under these Rules and Regulations:

- a) Passenger cars having not more than four (4) entry doors.
- b) Compact sports utility vehicles (e.g. Jeeps), excluding any off-road or sports vehicles not licensed to be driven on Illinois roads and highways.
- c) Pick-up trucks, SUVs, passenger vans, and conversions.
- d) Motorcycles and motor bikes licensed to be driven on Illinois roads and highways.
- e) Only vehicles belonging to the owner or permanent tenant of a unit are permitted within the garage area.

**2. Prohibited Vehicles:** The following motor vehicles are defined as Prohibited Vehicles under these Rules and Regulations:

- a) Any vehicle in a state of disrepair rendering it incapable of being driven in its present condition.
- b) Any vehicle without a current valid vehicle license plate.
- c) Any vehicle which has been abandoned by its owner. A vehicle which has not moved from the Parking Area for a period of thirty (30) days shall be presumed to be abandoned unless the car owner otherwise gives prior notice to the Association of his or her intent. If a car is presumed abandoned, the parking spot owner will be notified in writing of the violation. If the vehicle has not been removed by day 45, the Board reserves the right to have the vehicle towed at the owner's expense in addition to a \$100 fine.
- d) Recreational vehicles, boats, boat trailers, snowmobiles, dune buggies, all-terrain vehicles, unlicensed motor bikes, house trailer, campers, mobile homes, or park trailers.
- e) Commercial vehicles are prohibited with the exception of those specifically authorized in writing by the Board.

- f) Farming, industrial, delivery, landscaping or construction vehicles, snow plowing vehicles (including jeeps and pick-up trucks equipped with snow plowing and/or salt spreading equipment), taxicabs, limousines, and hearses.
- g) Trucks of every kind and description, except for pick-up trucks, requiring license plates above a "B" plate.
- h) Buses, cargo vans, and other vans except for passenger vans.
- i) Motor vehicles which may not be lawfully operated on Illinois roads and highways.
- j) Any other vehicle not specifically defined as a Permitted Vehicle.
- k) The owners of any prohibited vehicles parked in the garage are subject to a \$100 fine per month until the vehicle is removed.

## **B. Movement and Use of Vehicles in the Common Elements.**

1. Vehicles are prohibited from being driven or moved through or on any portion of the Common Elements except for the driveways and parking areas.
2. The speed limit in the Association is 5 miles per hour or lesser appropriate speed based upon conditions. All posted traffic signs must be obeyed.
3. Only Permitted Vehicles may be operated in the Common Elements.
4. Prohibited Vehicles shall not be driven in the Common Elements with the following limited exceptions: approved commercial vehicles temporarily parked for pickups and deliveries or service calls, and emergency or official vehicles such as postal vehicles, public works vehicles, ambulances, hospital vehicles, fire trucks, and equipment, or police vehicles being utilized for official or emergency purposes are permitted.
5. Motor vehicle repair work, servicing, or painting are prohibited in the common elements, except for emergency repair work provided that the owner and/or resident shall be responsible for repairing or cleaning any damage caused as a result of such oil changes or emergency repairs.
6. Washing vehicles in the garage using a hose or water is prohibited. Buffing, waxing, and other "dry" care activities are allowed. Violators are subject to a \$100 fine.

## **C. Other**

1. All vehicles parked in the garage must be registered with the management company. Registration information includes make, model, year, vehicle type, and license plate. Violators are subject to a \$100 fine.
2. Subletting parking spaces is strictly prohibited. Violators are subject to a \$100 fine per month.
3. Residents are required to park their vehicle in their parking space.
4. Garage doors shall be closed at all times except when vehicles are entering or exiting the garage. Please remember to close the garage door immediately after entering or leaving the building to prevent unauthorized access to the building.
5. No vehicle may be parked in a manner which obstructs passage of other vehicles, obstructs any walkway, or impedes any resident's entry into their space.
6. Unit owners are prohibited from leasing their parking space to anyone not residing in the building. Violators are subject to a \$500 fine per month.
7. Any individual found parking his/her vehicle in a space that they do not own or are not leasing is subject to towing of the vehicle and a \$100 fine per occurrence.
8. The storage of any personal property, other than the vehicles described as a Permitted Vehicle, is prohibited and will result in a \$100 fine per month. This includes, but is not limited to, furniture, boxes, strollers, coolers, auto parts, etc.
9. Each parking space owner is allowed the use of one approved "uniform" storage bin. Approved storage bins should be neutral in color (tan, gray, black, white). Parking space owners will be

required to remove any storage bin which cause parked vehicles to extend outside of the area of the parking space.

#### **D. Parking Enforcement and Towing.**

1. These Rules and Regulations may also be enforced by the removal, at the vehicle owner's expense, of any vehicle parked or operated in violation of any of the restrictions set forth herein, at any time.

2. The Board may execute an agreement with a commercial towing company to lawfully remove vehicles parked or operated in violation of these Rules and Regulations. The Board shall have the sole and absolute discretion to make any final determinations of whether a specific vehicle is a Permitted or Prohibited vehicle under these Rules and Regulation, or whether a vehicle is parked or operated in violation of these Rules and Regulations.

### **XI. Garbage**

11.1 All garbage must be placed in plastic bags, tied securely, and placed inside the garbage chute, not on the floor or near the chute. Garbage should not be left in trash chute rooms on each floor. Violators are subject to a \$100 fine.

11.2 All garbage is to be disposed of properly in the chute. The shoot is only to be used between the hours of 7 a.m. and 11 p.m. Garbage that must be disposed of outside of the regulated hours may be placed in a non-leaking secured bag and placed next to the trash compactor in the trash room. Violators are subject to a \$100 fine.

11.3 All garbage spills, which require additional cleaning in the common elements, will be subject to a \$100 fine in addition to the cleaning costs.

11.4 All boxes are to be broken down before placing them in the recycling container in the first floor garbage room and should not be placed down the garbage chute or left in the trash chute rooms on each floor. Violators are subject to a \$100 fine.

11.5 Recycling: All recyclable materials should be taken to the first floor garbage room and placed in the designated recycling container.

11.6 Any resident in need of removal of items too large or too bulky to fit inside the dumpster must first notify the managing agent of their intent. Arrangements can be made with the waste disposal contractor to remove these items from the dumpster site. Any cost incurred by the association for this removal will be billed to the unit owner requiring the extra pick-up. Violators are subject to a \$100 fine plus the associated cost of removal.

### **XII. Moving**

12.1 All moves must be scheduled with Management at least seven (7) days in advance to reserve the designated elevator. Unscheduled moves will subject the Unit Owner to a \$500 fine.

12.2 A \$150 non-refundable move in fee, made payable to the Chess Lofts Condominium Association, must be received by Management prior to all scheduled moves. The fee applies to all moves regardless of the quantity of items moved or condition of the associated unit and is required regardless of whether the moving party is an owner or renter. Violators are subject to a \$500 fine.

**12.3** A \$150 non-refundable move out fee, made payable to the Chess Lofts Condominium Association, must be received by Management seven (7) days prior to all scheduled moves. The fee applies to all moves regardless of the quantity of items moved or condition of the associated unit and is required regardless of whether the moving party is an owner or renter. Violators are subject to a \$500 fine.

**12.4** Moving fees do not apply to professional furniture or appliance deliveries.

**12.5** Moves are permitted Monday through Saturday between 8 a.m. and 6 p.m. Moves are strictly prohibited on Sunday. Moves occurring outside designated moving days or hours are subject to a \$500 fine.

**12.6** Moves may be scheduled in 4 hour time slots. No more than 2 moves may be scheduled Monday through Saturday between 8 a.m. and 6 p.m.

**12.7** All movers must use the garage and/or trash room only. Use of the front door is prohibited. Exterior building doors should not be propped open during moves, to prevent unauthorized entry to the building. Violators are subject to a \$100 fine.

**12.8** The trash compactor bin may be moved (only when the building maintenance staff is on site) to allow egress through the trash room for moves which are completed by 3 p.m. Monday through Friday. Moves taking place between 3 p.m. and 6 p.m. Monday through Friday and moves on Saturday are required to proceed through the garage and into the lobby via the garage entry door adjacent to the fitness room. Violators are subject to a \$100 fine.

**12.9** The trash compactor bin may only be moved by qualified individuals designated by the Association – owners/residents/movers are prohibited from moving the bin. Individuals who move the bin on their own are subject to a \$500 fine and will be responsible for any associated damage and/or cleanup.

**12.10** Unit Owners will be responsible for any damages in the Common Elements caused by moves.

### **XIII. Satellite Dishes**

**13.1** For the purposes of this section, common area is defined as the exterior of the buildings, roofs, chimneys, terrace or balcony railings, and window frames. Limited Common Areas, as defined by the declaration, by-laws and these rules and regulations include only the terrace/patio/balcony area inside any railing.

**13.2** Satellite dishes may only be installed on property within the exclusive use (Limited Common Area) of the unit. Installation of any dishes and/or antennae on any common area is strictly prohibited. Violators are subject to \$100 fine.

**13.3** Satellite dishes may not exceed one (1) meter (39.67") in width.

**13.4** All satellite dishes must be installed in a safe and proper manner, in keeping with all codes set by the City of Chicago.

**13.5** Should the satellite dish be professionally installed, the installer must be insured and bonded.

**13.6** Satellite dishes may not be visible from the street. Violators are subject to \$100 fine.

**13.7** Owners of satellite dishes must notify the Association immediately upon installation and agree to execute a Hold Harmless Agreement that will indemnify and defend the Association in the event there is any harm to person or property resulting from the installation, maintenance or use of the satellite dish.

**13.8** Owners of units with satellite dishes accept responsibility for any care, maintenance or upkeep of said dish, including, but not limited to, any repair necessary to the limited common elements when the dish is removed or replaced.

**13.9** Should a satellite dish be installed on any common area, the Association has the right to require owner, within 10 days of notification, to remove or relocate said dish. Any costs incurred by the Association in bringing the dish into compliance may be passed on to the unit owner. Violators are subject to \$100 fine.

#### **XIV. Assessments and Collections**

**14.1** Assessments for common expenses are due on the first day of each month. Assessments shall be paid by check or money order, made payable to the Association and mailed to address on the payment coupons. Unit Owners may also arrange electronic payment through the management company.

**14.2** In the event that the payment of regular Association fees is dishonored or results in a returned check, the Unit Owner is responsible for all bank charges and administrative expenses incurred by the Association as well as \$25 administrative charge.

**14.3** Assessments received after the fifteenth day of the month will be assessed a \$25 late fee, as denoted in the owner's payment coupon booklet. The Board must approve any exceptions to this rule.

**14.4** Any account on which an amount due the Association has not been paid within 30 days of the date on which it was originally due shall be deemed to be delinquent. All delinquent accounts will automatically be sent to legal collections. Unit Owners are responsible for all legal fees and fines associated with the collections process.

**14.5** The Association may collect delinquent accounts utilizing any and all actions available to the Association, including but not limited to forcible entry and detainer (eviction), lien foreclosure, and/or money judgment. The delinquent Unit Owner shall be responsible for all costs and expenses incurred by the Association for researching, accounting, and collection of unpaid delinquent assessments, including but not limited to all attorneys' fees, title search costs, recorder fees, clerk of court fees, sheriff fee, special process service charges, skip tracing expenses, and all other costs and expenses of every kind. All such fees, charges, costs and expenses may be added to the amount due as part of the collection proceedings, or may be charged and billed thereafter.

**14.6** These Rules and Regulations shall be applicable to any and all charges assessed against Unit Owners, including but not limited to regular and special assessments, late charges, administrative expenses, fines, assessments for damage caused to the common elements, non-recurring common expenses, attorneys' fees, court costs, collection expenses, and every other Association charge and expense lawfully charged to the Unit Owners.

## **XV. Enforcement and Remedies**

**15.1 Remedies:** If a Unit Owner (or his or her lessee) violates any provisions of the declaration, by-laws, or these rules and regulations, the Board shall have such rights and remedies as may be available to the Board at law or in equity, and/or as set forth in the declaration, by-laws, or these rules and regulations. The Association may exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Association Board deems necessary and desirable. This section of the rules is separate and in addition to all other enforcement mechanisms available, and allow the Board to enforce its Rules and Regulations, utilizing the procedures set forth herein, by exercising any or all of the following remedies:

**A.** Imposition of a fine or administrative expense for each violation;

**B.** Require corrective action; and/or

**C.** Charge any and all costs, expenses, losses, damages, and/or attorney fees incurred by the Association as a result of a violation or arising out of the enforcement of these Rules and Regulations.

**15.2 Unit Owners Responsible:** Unit Owners are responsible for their own conduct and the conduct of all lessees, occupants and residents, and their guests and families.

**15.3 Administrative Expenses/Fines:** The Board may impose reasonable administrative expenses and/or fines after notice and an opportunity to be heard in accordance with the procedures herein. The Board only need to determine the conduct or violation occurred, or more probably than not occurred, based upon its evaluation of the evidence or testimony presented or evaluated. The amount of a reasonable fine shall be determined by the Board. The Association Board, in the exercise of its sole discretion, may determine that aggravated circumstances require a fine or administrative expense to be increased or that mitigating circumstances require a fine or administrative expense to be reduced or waived.

**15.4 Actual Damages, Fees and Expenses:** In addition to the imposition of the administrative expense/fines, or in lieu of such imposition, as the Board deems appropriate, the Board may specially assess any or all of the following charges against a Unit Owner for a violation of these Rules and Regulations by a Unit Owner or his or her lessee or other occupant:

**A.** The actual costs and expenses for repairing any damage to any property or replacing any property irreparably damaged or destroyed, which property was damaged or destroyed as a result of or in relation to the violation, and all other damages, if any, attributable to or resulting from the violation.

**B.** All attorney fees and expenses, court costs, and other fees, costs and expenses incurred by the Association in connection with the enforcement of the Rules and Regulations or in connection with

any criminal or civil proceedings in which the Association or its attorneys participate as a result of the violation.

C. Any and all other damages to the Association as a result of such violation or the enforcement thereof.

**15.5 Notice and Hearing Procedure:** If a Unit Owner (or a lessee, family member, guest, occupant, or resident of a Unit) is suspected of a violation, or the Unit Owner is deemed otherwise liable for a violation of any of the provisions of the declaration, by-laws and/or rules and regulation of the Association, the following shall occur:

A. The Unit Owner shall receive a Notice of Violation and the associated fine by the managing agent, attorney, or other agent of the Board.

B. After receiving Notice of Violation and the associated fine, the Unit Owner has 10 days to request a hearing, in writing, in front of the Board, which will take place during the next regularly scheduled Board meeting.

C. No discovery is allowed. The Unit Owner is not entitled to obtain from the Association any documents or evidence before the hearing. All proceedings hereunder may be conducted informally. All decisions regarding what evidence is relevant and the weight to be afforded evidence in making determinations, and all decisions regarding the procedures to be followed, shall be determined by the Board in its sole and absolute discretion.

D. In the event a protest is filed, the Unit Owner attends the hearing, or if the Board chooses to so even in the absence of the Unit Owner, the Board shall hear and consider arguments, evidence, testimony or other statements regarding the alleged violation. The hearing shall occur in a closed session of the Board during the next regularly scheduled Board meeting. The only persons who may attend the hearing shall be the Board, managing agents, attorneys, parties and witnesses, or others who may be invited by the Board. The Unit Owner shall be entitled to reasonably present evidence, witness testimony, and arguments at the hearing.

E. At the hearing, a Unit Owner may be represented by an attorney. An attorney may not speak on behalf of the Unit Owner or address the Board, unless the Board has been notified at least 48 hours in advance and had an opportunity to consult with its own attorneys and/or have its own attorney present.

F. After a full hearing, the Board shall state its determination regarding the alleged violation. The Board may discuss the violation and hearing in closed session in the absence of the Unit Owner and/or witnesses. However, the vote and determination of the Board shall be conducted at an open meeting of the Board. The Board shall make its determination and assessment according to the remedies available and as provided herein (including imposing terms and conditions or requiring corrective action). In addition, the Board shall determine enforcement of the fine and/or administrative costs and expenses for the violation; the amount, if any, of attorneys' fees incurred by the Association as charged to the Association by its attorneys; and the amount, if any, of costs, damages, expenses, and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages, expenses, and other charges including attorneys' fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the officers and managing agents to assess such charges to the Unit Owner's

account and against the Unit Owner's unit as such charges are incurred. The decision of the Board shall be final and binding on the Unit Owner. Notification of the Board's determination shall be made substantially in associated meeting minutes. The Board shall furnish the Unit Owner with a written copy of its determination.

**G.** Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.

**15.6** Any Unit Owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment at this time shall subject the Unit Owner to all the legal or equitable remedies necessary for the collection of same. Charges assessed under this policy shall be added to and deemed a part of the assessments of the units owned by the violators, and the Association shall have a lien on the units for the amount thereof.

**15.7** Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Unit Owner as listed in the records of the Association or at such address as the Unit Owner may have previously filed with the Board for such purposes.



**Chess Lofts Condominium Association  
Rules and Regulations Acknowledgement Form**

\*All unit owners and renters are required to have a signed copy of this form on file with the Association and/or its agent.

I hereby acknowledge that I have received and reviewed the Rules and Regulations governing Chess Lofts Condominium Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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Date

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Date

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Unit Number

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Unit Number

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Owner or Renter?

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Owner or Renter?