

**RULES AND REGULATIONS FOR  
DOBSON-ELMWOOD CONDOMINIUM ASSOCIATION**

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In accordance with the Declaration of Condominium and By-Laws of Condominium Association, the following rules and Regulations governing our community have been developed.

Fines and penalties may be levied for failure to comply with these Rules and Regulations.

The Rules and Regulations outlined in this booklet explain the policies and the guidelines established by the Board of Directors of the Condominium Association to help protect and provide peaceful environment for our community. It is the responsibility of the board of directors to administer and enforce the rules.

However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium. Residents are encouraged to report any violations of these rules to the Management Company or a Board Member.

## ENFORCEMENT OF THE RULES AND REGULATIONS

As permitted by Sections 18.4(h) and 18.4(i) of the Illinois Condominium Act, the Board of Directors has adopted the following procedure regarding assessment of fines to Unit Owners. If an Owner, Management or employee observes and reports conduct that violates the Declaration, By-Laws, or Rules and Regulations, the board will use the following procedure:

1. A  
written report of the incident should be delivered to the Management Company or a Board member. It must be specific, signed, and include details of the violation. The person making the complaint should be prepared to testify at the hearing or other proceeding that may be necessary.
2. At the direction of the Board, the Management Company or Board Member will send a letter to the unit owner who has violated the Declaration or the Rules and Regulations. The letter will specify the provision that was allegedly violated, and a copy of the written report as provided above will be enclosed.
3. If the Management Company or the Board receives a second incident report or the Board determines that the nature of the alleged act was Class 1 violation, a notice of violation, which includes a notice of hearing, may be sent to the unit owner or the report may be sent directly to the association's Attorney. Following the date of the hearing, the Board may assess a fine to the unit owner for the violation and may assess legal fees incurred by the Association as a result of the violation.

At the hearing, the Board will hear and consider the arguments, evidence or statements regarding the alleged violation first from the person(s) signing the incident report, and then from the alleged violator together with any witnesses testifying on their behalf. The Board will allow rebuttal testimony. Following the hearing, the Board will consider the evidence presented. At an open meeting of the Board of Directors, the Board may assess a fine, legal fees and any repair costs or other damages. If a member of the Board has presented evidence, and the Board member is the alleged violator or complainant, he or she will abstain from voting. A letter will be issued to the owner, which will contain the Board's decision. The assessment must be paid within thirty (30) days or the Board may begin collection procedures.

**NOTE:** A Unit Owner is responsible for their conduct and that of family, tenants, employees or any person permitted to enter a Unit or Association's property.

### Schedule of Fines

***Class One Violation:*** \$250--\$1000 plus legal fees and repair costs

Class One Violations include but are not limited to vandalism, unapproved construction, and actions that threaten the safety and welfare of residents, employees, or the general public.

***Class Two Violations: \$100--\$500*** plus legal fees and repair costs

Class Two violations include but are not limited to noise, misuse of Association's property, and littering the common areas.

***Class Three Violations: \$0--\$250*** plus legal and repair costs

Class Three Violations include minor violations, which are not covered above such as pet, bicycle or parking violations.

### **EQUIPMENT AND SYSTEMS**

1. All common area systems, including heating, ventilation, and plumbing are to be used only for the purposes, which they are designed and intended.
2. No resident may interfere with the operations of these systems nor may use them for their personal purposes.
3. Only Association or Management Company employees may alter or adjust the settings of any common area systems or equipment.
4. Residents shall not prop open doors for use of hallway conditioning or heating.

### **FIRE SAFETY**

1. Under no circumstances shall any person attempt to remove, dismantle, disconnect, or otherwise disable smoke detectors, emergency lighting, systems, fire sprinkler systems, fire extinguishers, or other life--safety
2. No person shall use any common area fire extinguisher except in emergency situations.
3. Residents shall not tamper with smoke detectors or carbon monoxide detectors within their unit. If one of these detectors malfunctions, the unit owner must immediately have it repaired or replaced.
4. Unit doors should not be propped open and left unattended. This poses a threat to the fire resistance rating of the corridors and allows smoke and flames to reach the corridor or unit unimpeded.
5. All electrical wiring in Units must conform to all applicable electrical codes.
6. Except for the reasonable quantities of ordinary household products, no hazardous materials may be stored in a unit. This includes, but it is not limited to flammable liquids, explosive, corrosive, biohazardous, or poisonous materials. No firearm or ammunition may be stored in a unit unless the resident has an appropriate firearms permit or is a commissioned Law Enforcement Officer.
7. Any person tampering with or attempting to remove any Common Area fire safety equipment will immediately be fined \$1,000.00. Any insurance increases or fines levied against the Association by Governmental Authorities will also be billed to the offender. Additionally, if anyone is injured or property damaged as a result of such tampering, the offender may be subject to severe civil or criminal penalties.

### **INSURANCE AND LIABILITY**

1. The Association carries insurance covering the building structure and liability in the common areas. To obtain a copy of the Association's insurance, please contact the Management Office or a Board Member to get the required information from the insurance carrier.
2. All Unit owners are responsible for providing insurance for their Units and contents, in accordance with the Declaration. Unit Owners are responsible for any damage to any other unit, common area or limited common area element that arises as a result of the use of their Unit.
3. At all times, Residents are responsible for their own personal property, including automobiles, both in their respective Unit and in any common area. Residents are advised to obtain their own personal property insurance.

### **LEASING OF UNITS**

1. All leases must be for an initial term of not less than one year and not more than two years. The renewal of any lease may not exceed a period of one year.
2. Unit Owners interested in leasing their unit must submit to the Board of Directors via the management company the following information at least ten (10) days prior to the beginning of the lease. If there are multiple roommates, this information must be submitted on each of them:
  - A. A copy of the lease.
  - B. A check in the amount of \$50.00 payable to Dobson- Elmwood Condominium Association for processing the paperwork and any reasonable costs that the management company may levy to cover processing and filing of lease documents.
  - C. All lease agreements governing the lease of any unit must be a standard condominium lease agreement and must contain the following language:
    1. Lessee agrees to abide by and comply with all the provisions of the Declaration, By-Laws, and the Rules and Regulations.
    2. If the Condominium Association finds the lessee be in a violation of the terms of the lease, the Condominium By-Laws, the Condominium Declaration, and the Condominium Rules and Regulations, the Condominium Association can authorize the unit owner/Lessor to terminate the lease without liability and to evict the lessee from the Unit.
3. The Board must have notification of the lease renewals at least thirty (30) days prior to the new term.
4. In the event the Association proceeds to evict any lessee, any costs, including but not limited to attorneys' fees and court costs associated with the eviction shall be specifically assessed against the unit owner.
5. Any unit owner who leases their unit shall supply the association with their current address and phone number and the lessee's contact information.
6. All leases are subject and must abide by all the terms and conditions of the Declaration, the By-Laws, and the Rules and Regulations governing

Association and are subject to the payment of established fines and actual damages arising from the violations of these Rules and Regulations. Unit Owners remain ultimately responsible for such fines and actual damages assessed as a result of the actions of lessees leasing their units.

7. Units may not be leased by corporate rental services or for hotel or transient purposes.
8. The Unit Owner must give the lessee a copy of the Rules and Regulations and the By-Laws.
9. If any unit owner permits a prospective lessee to move into the unit without abiding by the above procedures, they will be assessed a fine of \$200.00. Furthermore, The Illinois Condominium Property Act permits the Board to evict a tenant who resides in a unit prior to delivery of a lease to the Board and compliance with all leasing rules.

### **MOVING**

1. Owners must notify the association and the management company not less than seven days prior to any person moving in or out of their Unit.
2. Moving in or out of the unit may take place only during the daylight hours: Sunday and Holidays - No moves allowed
3. Reasonable accommodations will be afforded for moves commenced during morning daylight hours, which happen to extend into evening.
4. No less than seven (7) days prior to the scheduled move, Owners or Renters moving in or out shall provide the Association with a non-refundable moving fee of \$50.00. The moving fee shall be sent to the Condominium Association. Every unit owner is responsible for collecting and filing the moving fee on behalf of their tenants. A walk through by the management company or a board member will be required after the moving has been completed. If during the walk through any damages to condominium common elements are discovered, the moving unit owner or their tenants will be billed for the full amount of the necessary building repairs.
5. Moving trucks cannot be parked to limit entrance to a driveway or parking spaces.
6. If dollies are used, they must have rubber wheels to prevent any damage to floors and stairs.
7. To maintain building security during moves, the resident moving in or out must ensure the entrance doors are not left open and unattended.

### **PARKING AND USE OF MOTORIZED VEHICLES**

1. Parking shall be used solely for the parking of automobiles and motorcycles.
2. Unit residents and their guests shall park no more than either one automobile and one motorcycle or two motorcycle in any single parking space.
3. Unit residents and their guests are prohibited from parking on the Association premises except in parking spaces associated with their unit.

4. Any vehicle, except those approved by the Board, parked unattended in any place other than a designated parking spot will be towed at the owner's expense. Neither the Board nor the Management Company is responsible for any damage to the vehicle caused by towing.
5. Parking or storage of campers, recreational vehicles, heavy equipment, and commercial vehicles on Association premises is prohibited.
6. Unit Owners who lease their parking space shall supply the Board and the Management Company with the name, phone number, and address of the person leasing the parking space.
7. No automotive repairs may be performed in parking areas. Motor oils, other engine fluids, and auto parts may not be disposed off on the premises. It is a federal crime to dispose of motor oil down the sewer, in the garbage containers, or on the grounds.
8. If some one has parked in your space without your permission, you can contact the Association's towing company Lincoln Towing at 773--237--0006.

### PETS

1. When in any common area in the building or on the Association's grounds all pets are subject to Chicago leash laws which require dogs to always be on a leash, but cats do not have to be on leashes.
2. Pets may not perform elimination functions in any area on the Association's premises including grassy areas, parking lot, alleys, and other common areas. Fines will be assessed and enforced.
3. The person walking the pet must remove all pet defecation on the Association's property. Fines will be assessed and enforced.
4. Any accidental elimination functions by a pet in the building must immediately be cleaned up. The cost of any additionally needed cleaning and deodorizing due to the pet's elimination shall be charged to the Pet Owner.
5. Pet owners are fully responsible for any property damage or personal injury caused by their pets.
6. All pets should only be taken in and out of the building through the backstairs. Use of front stairs can be requested to the Board, and will only be granted under special circumstances.
7. Pets that cause injury to any person or other animal on Association's property, continuously disturb residents, or cause damage to a resident's or association's property may be permanently removed from the property by direction of the Board of Directors. If a pet Owner or his agent violates repetitively or allows the pet to violate repetitively these rules, then the pet may be permanently removed from Association premises.

### SECURITY



1. Entrance doors and gates to the properties shall never be left unlocked or propped open. If a resident notices an entrance door or gate in such a state, he/she should immediately close and lock the door.
2. Unit entrances shall not be propped open.
3. All delivery individuals, including food delivery persons, must be met at the building entrances. They are not permitted to gain entrance to the building through the intercom system and must be escorted by a resident at all times when on Association's premises.
4. No Solicitation is allowed in the building by any person including solicitations by Unit Owners and residents on behalf of others. A resident who identifies someone soliciting in the building should notify the Management Company immediately and the police.
5. When having a social event or an open house, residents shall meet anyone they do not personally know at the entrance of the building. They shall not let these people gain entrance using the intercom system.

#### **STORAGE LOCKERS**

1. The Association is not responsible for the damage or loss of any item stored in a storage locker.
2. Storage of gasoline or any other dangerous liquids or chemicals within the storage lockers is prohibited, including (but not limited to) those, which would violate the Association's fire and liability insurance policy provisions.
3. All Unit Owners may store additional personal belongings, which do not fit in their storage unit. The personal belongings may be stored in the common spaces in the basement as long as the storage of these items fulfill the following requirements:
  - The storage of these items does not obstruct pathways in the basement.
  - The storage of these items is done in a tidy manner.
  - The number of items is not excessive.
  - Unit owners are aware they can store these items at their own risk of having them broken or stolen.

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The Board of the condominium association will determine whether or not the stored items meet the states requirements. If necessary, the Board may remove stored items from the common area in the basement.

#### **BICYCLE STORAGE**

1. All bicycles should be taken in and out of the building through the basement entrances. The bicycles shall not be taken into the building using the front entrances.

2. Bicycles are prohibited from being parked at or in front of the main entrances of the building. Should you have guests arriving by bicycle, the Board requests that you allow them to bring their bikes into the basement for Lock-up rather than having them lock their bikes to trees, the light poles, or the gates in front of the building.

#### **USE OF COMMON AREAS**

1. There shall be no obstruction of the common area nor shall anything be stored in the common area without prior consent of the Board, except as provided in these Rules and Regulations.
2. Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, pets, guests, or tenants shall be repaired or replaced at the expense of the Unit Owner.
3. No clothes, sheets, blankets, towels, or laundry of any kind shall be hung out or exposed on any part of the common area. The common areas shall be kept clean of rubbish, debris, litter, and all other objectionable matter.
4. Grills and other barbecue cooking equipment should be stored in the Units storage locker. No such equipment shall be left on any common area in the building including but not limited to alleys, basement common areas, and backstairs landings.
5. Toys, boats, boxes, and all other belongings of any Unit Owner may not be left in the roadways, driveways, lawn areas, basements, parking lot, or any other common area which belongs to the Association. Such items will be removed and disposed by an agent of the Board or the Management Company. The Association and the Management Company will not be responsible for any items, which have been removed and disposed from the common areas.
6. Walkways, back stairs, and all stair landings shall be kept clean and free of clutter at all times. No items of any kind may be stored in or on the common areas, the walkways, or the landscaped areas.
7. The following areas of the building are hereby declared off-limits to all persons including Owners, not having the approval of the Board or the Management Company -- roofs, utility room, and equipment room. Personal items left or stored in any of these areas shall be removed and disposed without notice.
8. Smoking is prohibited in any common area in the building including the entrances and lobby areas, hallways, front stairwell, storage locker rooms, basements, and equipment rooms.
9. Children and dogs are not permitted to play in any common area within the building.
10. Residents may place a doormat at the foot of their Unit entrance door. They shall not store any other objects in the hallway, including but not limited to shoes, boots, umbrellas, empty boxes, and garbage bags.
11. Owners, residents, or their guests shall not damage or vandalize common areas or limited common elements. Unit Owners will be held financially responsible for the repair of both the interior and exterior common areas and limited

common elements damaged by but not limited to their tenants, family members, employees, agents, delivery persons, or pets.

12. There shall be no obstruction of the common elements nor shall anything be temporary or permanently placed upon, stored in or affixed to the common elements without the prior written consent of the Board unless expressly permitted by the Rules and Regulations.

### **COURTESY TO NEIGHBORS**

1. Residents and their guests shall not permit excessive noise that disturbs other residents to emanate any Unit.
2. Residents and their guests shall not permit excessive noise that disturbs other residents during the quiet hours of 11:00pm to 6:00am.
3. Quiet Hours (from 11:00pm to 6:00am) are presumed to refer to all units, common areas, and limited common areas. Unit Owners, residents, and their guests should exercise due consideration of the community and their neighbors in particular when engaging in loud activities.
4. Vandalism and criminal behavior will not be tolerated. Owners are fully responsible for any damage caused by themselves, their tenants, or their guests during but not limited to all parties or social gatherings. Criminal acts, omissions and/or behavior shall be reported to the local authorities, shall be considered second--class violation by the Association, and may be prosecuted.

### **COMPLAINTS**

1. Complaints and notice of violations must be reported in writing to the Board of Directors of the Condominium Association or the Management Company.
2. The complainant may be required to appear at the Board hearing to testify about the complaint. Please see Enforcement of Rules and Regulations section for more details.