

Sherwin on the Lake Condo Association



Orientation Packet

Revision Date: April 2023

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The Building

Head Janitor: The current Head Janitor is **Sinan Milanovic**. The building office is located in the front lobby and the janitorial workshop is in the basement. ***Saturday and Sunday are Sinan's days off. Regular working hours are from 8:00 AM – 4:30 PM unless, when applicable sub-contracting work requires a different schedule. Please limit phone calls for emergencies. Use a service request form online at <https://tinyurl.com/v8t5eshe> or complete a paper request form and return it to the Sherwin office. The form is located on page 16 and can be printed.***

Contact numbers:

Sinan Cell: (773) 681-6765 (Emergencies only please)

Sherwin Office: (773) 743-6271

Board of Directors Contact Information: softboard@sherwinonthelake.com

Access to Units: All owners are required to give a copy of the key to their unit to the building manager. This is for emergency access only. If you get “locked out” outside of Sinan’s working hours, contact the owner of your unit or have a “buddy” system (leave an extra key with someone you trust in the building).

Resident Information: Each new resident shall provide the resident information form found online at <https://goo.gl/forms/WACE2r7LHF6zqSol2>. Completed Resident Information form must be completed within ten (10) days of occupancy.

Intercom / Building Directory: New resident names can be added to the building directory, located in the front lobby, by contacting Sinan at the above numbers or by slipping a note under the office door. This will only be done after reception of the completed resident information form and verification of the paid move-in fee. To “buzz” someone in when you get a call, press “9” on your phone or mobile. If you are unsure of who the person at the door is, DO NOT “buzz” them in.

Mailroom: USPS requires that all mailboxes be identified with the current resident full name(s) and unit number. Please make sure the label inside your mailbox contains up-to-date information.

Moving In/Out: Move in/out date and time must be scheduled with Sinan and a \$250.00 move in fee must be paid for before moving in. The back freight elevator and alley must be used to move in or out of the building. Use of the front elevator and front doors are prohibited. The alley is for 20-minute loading only and use of hazard lights are required. Arrangements for temporary parking for a moving truck in the alley can be made through Sinan. Overnight parking in the alley is prohibited and vehicles will be towed at the owner's expense. In order to maintain a safe and secure building, do not prop exterior doors open and unattended during a move.

Comcast TV Service: We have a bulk agreement with Comcast to provide basic cable TV service and high speed internet to all units. All units are entitled to one (2) HD digital receiver and a WI-FI modem and the expanded basic service including OnDemand access. Please contact Communities Customer Service at 1-800-COMCAST (1-800-266-2278) for setup and to receive your equipment. Note that any

upgrade or orders such as Phone as well as any OnDemand orders are the financial responsibility of the resident. All residents are responsible to return the equipment to Comcast after moving out (upgraded or not).

Security Cameras: The building entrances and some common areas are monitored by HD security cameras 24/7. Tune-in to channel 1901 on your Comcast TV programming to view the live feed from the cameras including the front entrance door at the intercom.

Trash and Recycling: Garbage closets are located on each floor and are emptied daily. All trash should be wrapped in plastic bags. Two large containers, located in the alley furthest to the building, are for trash. Two containers closest to the building are for recyclables. Paper, plastic, cardboard, foam, newspapers and magazines can all be put into the container and are sorted at the recycling facility.

Laundry: The laundry facility is located in the basement. Please use between the hours 7 AM to 10 PM to minimize disturbance of the units located directly above the laundry room. Six washers and five dryers are provided along with one large washer. A large table for folding, a soda machine and laundry carts are provided for your convenience. Please return the carts to the laundry room promptly after use. Carts are to be used for laundry purpose only (not for moving items inside or outside the building).

Storage lockers: Assigned storage lockers are located on the ground floor and basement of the building. Storing items outside of the lockers is prohibited. Items stored outside of the lockers will be immediately removed by the maintenance staff.

Bike Room: Bicycle storage is located on the ground floor of the building and is accessible via the alley. The storage facility holds approximately 48 bikes and space is rented on a per/year basis. There is a yearly rental fee for bike storage. Arrangements can be made through the building office.

Fire Escapes: There are two fire escapes located on the southern and western sides of the building, and two sets of stairs located on the southern and northern sides of the building. It is against Fire Code to prop fire escape doors open. Fire escapes are not balconies and must be kept free of decoration, flowerpots, flags, etc. *No smoking will be tolerated on the fire escapes.*

Roof Access: Roof access is allowed only for residents who live in the two units on the roof. Those residents must use the path provided only. All areas of the roof are considered common areas and those units must keep the roof free of decoration, flowerpots, flags, etc.

Utility Closets: Utility closets may not be used as storage areas. The maintenance staff will immediately remove items found in these closets.

Hallways: Items left in the hallways (boots, shoes, mats, umbrellas, toys, etc.) are in violation of the City of Chicago Fire Code. Please respect the safety of your neighbors and refrain from placing any items in the hallway.

The Lillian Adler Ballroom: Owners wishing to reserve the ballroom for private parties and social events may do so by prearrangement with our Social Director by email at socialdirector@sherwinonthelake.com. A non-refundable Exclusive Use Fee (see table below), and a \$100.00 damage security deposit, along with a signed agreement supplied by the social director, will be needed to reserve the ballroom. On the day of the event, Sinan will give you a key to the center ballroom door which must be returned after the event (before security deposit will be returned). The ballroom may

not be reserved for private parties on major holidays. A current listing of all confirmed ballroom events is posted in the laundry room. Non-owner residents may use the ballroom for private parties if sponsored by the Unit Owner and if there is proof of adequate insurance. If no reservation is made and one of the two following scenarios takes place the resident host will be automatically billed the corresponding fee.

1. A gathering of 12 or more non-Sherwin residents inside or outside (veranda or beach).
2. A gathering of any size with use of audible music, live or recorded.

Exclusive Use Fees Schedule

Less than 25 guests	\$75.00
Between 26 – 50 guests	\$100.00
Between 51 – 75 guests	\$150.00
Between 76 – 100 guests	\$200.00
Over 100 guests	\$400.00

Air Conditioning: An annual fee must be paid each summer season to use a portable A/C unit. Residents must provide their own A/C unit and are responsible for installing their unit properly and removing it at the end of each season. Damage caused by improper installation will be the responsibility of the unit owner. They can be stored during the winter months in the basement workshop on dedicated shelves. Please make storage arrangements with Sinan Milanovic. **Please note that effective 2020 only in-unit portable air conditioners will be allowed. No window air conditioning units are allowed. A \$50.00 a day fee will be charged if a window a/c unit is installed.**

Plumbing: Residents should run all of their faucets at least once per month to prevent rust formation. The use strainers in sink and bathtub drain traps is strongly encouraged to keep debris, hair, etc. from clogging the pipes. Discard bacon grease in jars / garbage, not down the pipes. The use of chemical products such as *Drano* is discouraged. If slow drainage is found, contact Sinan as soon as possible. Notify Sinan and / or the plumber (if applicable) if chemicals were used as they could cause severe injury to the person subsequently working on the drains. In the event that a clog is found in only one (1) unit, the unit owner will be charged either:

- a) \$45/hour by the Association for Sinan's time if he is able to open the line or;
- b) Plumber's fee from one of our preferred vendors if Sinan was not able to open the line;
- c) Plumber's fee directly contracted by the unit owner (at the owner's discretion).

Noise: Please respect your neighbors by keeping TVs, noise and music to a minimum. Owners are responsible for their tenants not bothering other residents in the building.

Real Estate Signs: No real estate sale signs or rental signs are allowed anywhere but in the vestibule bulletin board. Lawn signs are permitted on the parkway during scheduled open house hours only.

Bed Bugs: The Condo Association has adopted a ***Pest Management Plan*** to respond to any bed bug infestation needed. *You will find a copy of this Plan at the end of this booklet on page 11.* **Please review it carefully & contact Sinan Milanovic immediately if you suspect the presence of bed bugs in your unit.** Fact Sheet: http://www.cityofchicago.org/city/en/depts/cdph/supp_info/bed_bugs.html

Pets:

A) **Common Area Rule:** Pets are prohibited from all common areas **except** direct paths leading to the freight elevator from the Pet Owner's unit; the freight elevator itself; the loading dock entrance; and

the hallway leading from the loading dock entrance to the freight elevator. Prohibited areas include, but are not limited to, the entire first floor (except the rear entry/freight elevator area); the main entrance and vestibule; the veranda, beach and easement; the laundry room; and the roof. Dogs shall be leashed and under control at all times within the building and upon Sherwin on the Lake Property when outside of the dog owner's unit.

Enforcement Policy: Pet Owner and Unit Owners will receive a written Notice of Violation and a \$50.00 fine will be charged to the Unit Owner for each violation. Upon the third (3) violation, and after written notice has been given to the Pet Owner and Unit Owner, the pet may be banned from the building at the discretion of the Board.

B) Noise Nuisance Rule: Unreasonable pet noise within the building is prohibited.

Enforcement Policy: Offended parties (2 witness minimum) shall file with any Board Member a signed "Notice of Nuisance" form (See end of booklet) stipulating the date, time, and nature of offense; and copies shall be presented to the offending pet owner and Unit Owner. If three (3) filings occur within one year, at the discretion of the Board, written notice shall be given to the Pet Owner and Unit Owner banning the offending pet from the building.

C) Pet Odor Nuisance Rule: Strong pet odor within the building is prohibited.

Enforcement Policy: Offended parties (2 witness minimum) shall file with any Board Member a signed "Notice of Nuisance" form (See page 14) stipulating the date, time, and nature of offense; and copies shall be presented to the offending Pet Owner and Unit Owner. Offending party has one (1) week from the date of the notice to remedy the nuisance. If, in the judgment of the Board, the nuisance is not remedied at the discretion of the Board, written notice shall be given to the offending Pet Owner and the Unit Owner banning the offending pet from the building.

D) Animal Discharge* Within the Building Rule

Enforcement Policy: Pet Owner and Unit Owner will receive written notice of violation and a \$100 fine will be charged to the Unit Owner. Upon third (3) violation, and after written notice has been given to the offending Pet Owner and Unit Owner, the pet will be banned from the building.

*Animal discharge: including, but not limited to, feces, urine, blood, vomit, etc.

See "Notice of Nuisance" form at the end of this booklet on page 14.

E) One Bite rule.

Enforcement Policy: Any pet who bites a person within the building common areas must be removed from the building immediately.

F) Annual Fee for each dog that resides in the building is billed in January.

The Beach

Glass: No glass of any kind is to be used on the veranda, in the beach area, grill deck or the lakeside concrete deck. This includes beer bottles and wine glasses, etc.

Smoking: Smoking is prohibited in all indoor common areas. Smoking on the veranda is prohibited. Smoking on the beach is permitted as long as butts are disposed of properly – not in the sand. Except during the winter months, an ashtray will be available on the cement pad on the beach.

Music: Except for prearranged events, audible music, either live or recorded and amplified sound of any kind is prohibited in the common areas of the building. **No loud festivities (including reserved**

events) after 10pm on weeknights and 12pm on weekends. “Festivities” include but are not limited to: Loud Talking, Music, Singing, etc.

Fire: Fires on the beach are allowed but must be burned in the Solo Stove container only, All coals must be cleaned up and disposed of properly – not buried or left in the sand or in the water. Specific hours for fires are posted.

Grills: *The cooking gas grills located on the south deck of the veranda are **for use by all residents between the hours of 9am-9pm. For safety reasons, the gas will be shut down outside of these times.** Please be sure to turn the gas to the “off position” when finished grilling.* Please clean up after yourself around the grilling area & scrub the grill racks after each use. If charcoal grills are used, please use them on the easement and put them away in the basement after use. Do not use the grill deck for dining.

Tables and Chairs: If chairs are used on the beach or on the veranda, please replace and stack them neatly at the designated areas before you leave. If you move tables and chairs during use, please put them back where they belong when done. If you use your own beach chair, please store it in the basement after use. ***Please wipe down the tables after each use.***

Guests: Residents are responsible for the behavior of their guests. Guests must follow the Condo Association Rules. Residents must be present while guests use the common area.

Boat Storage: Boats of any kind (except “floaties”) must be registered with the Association and clearly display the Sherwin registration sticker or they will be removed. A new sticker is available yearly and payment is due at the beginning of each season. If you purchase a new item, make sure to purchase/obtain a new sticker for that item. See the Boat Storage Room Fee Schedule posted on the bulletin board next to the first floor office.

Boat Storage Room Fee Schedule (subject to change)

Item	Owner Rates	Renter Rates
Small Kayaks 6’ - 9’	\$10	\$20
Recreational Kayaks 9’ - 14’	\$15	\$30
Large Sea Kayak 14’ – 19’	\$20	\$40
Surf Skis & XL Kayak 19’ – 23’	\$25	\$50

Small Board <10'	\$10	\$20
Large Board 10' – 12'	\$15	\$30
Paddleboard	\$15	\$30
Sail Hook	\$70	\$140
Canoe	\$20	\$40
Dinghy 8' and under	\$10	\$20
Rowboat > 8'	\$15	\$30
Catamaran	\$50	\$100
Aqua glide	\$10	\$20
Locker*	\$25	N/A

**Only Condo Owners can have Lockers in Boat Storage Rooms
 Owners' rate categories are based on \$.30 per cubic foot (indoor only).
 Renters' rate categories are based on \$.60 per cubic foot (indoor only).*

Safety, Security and Wellness

- ***Do not allow unknown visitors to draft-in behind you as you enter or exit the building.*** Visitors and guests must have their own means of entry – a key, or being buzzed-in by a host.
- At **no time** should doors be propped open and left unattended – including front and back entry/exits, the door between the boat rooms and the laundry area, and fire escape doors. ***Ballroom middle door is not to be left unlocked except during reserved parties.***
- Remember to replace the batteries in your smoke alarms and CO2 detectors once a year.

Residents are encouraged to report incidents of crime or security breaches that have occurred in or around our building or neighborhood to Sinan or any of the Board Members so that the information may be communicated to the SOTL Community in a timely fashion.

Please be prepared to communicate as many details as possible, including date, location, nature of incident, circumstances, etc. Discretion will be observed if requested.

Dan H. moved to amend the building rules to state the following: “Intentionally obscuring or altering the view of a security camera in the building or tampering with fire and life safety systems will result in a fine of \$500.” Denise M. seconded. The motion was approved unanimously.

Construction Manual

Sherwin on the Lake Condominium Association

These Rules Apply to All Construction Work Performed on or After April 5, 2023

Responsibility

Unit owners are responsible for all non-condominium association construction work performed within their units, as well as within the walls of their units. Accordingly, unit owners are liable for any failures or damages caused by, or resulting from, such construction work, as well as for any rules violations by any contractor, sub-contractor, or materialman performing work on, or supplying materials for, the unit owner’s unit.

Codes:

All work must conform to applicable building codes.

Insurance:

- The Unit Owner must show proof of Condo Owner’s liability insurance.
- General Contractors, Plumbers and Electricians must provide Unit Owners with a certificate of insurance for a liability insurance policy, a copy of which is to be submitted to, and must be approved by, the Building Manager¹ before work begins.
- If construction work includes floor plan changes, the Unit Owner must submit a floor plan to the Board for approval showing the proposed alterations to the unit. The Board may disapprove any floor plan that, in the reasonable opinion of the Board, may adversely affect the building’s structural integrity or common elements.
- Plumbing work, which requires water shut-off, must be arranged in advance with the Building Manager.

Procedure:

- To obtain Board approval for a construction project, attend a regularly scheduled Board meeting and submit your proposal during the “concerns of members” time slot. Your proposal should include a copy of Unit Owners insurance, and plans and spec sheets of equipment as required by this document.
- Before starting the construction project, the person in charge of the work shall obtain the Building Manager’s contact number in case of an emergency.

Building Structure:

- The building structure may not be changed; no trenching of slabs or damage to concrete beams or columns is allowed.
- Construction projects shall not reduce the fireproof qualities or affect the location of demising walls between units. When units are being combined by the same owner, this applies to the perimeter walls,

¹ Until there is a Building Manager, the term “Building Manager” as used herein shall refer to Charles Hass.

which separate that owner's property from other owner's property or common area.

- New walls are to be made of non-combustible materials; this includes metal studs with 5/8" Type X fire-rated drywall on both sides. Fire-retardant treated wood may be used in lieu of metal studs. This construction assembly is also required for walls around shafts. Regular wood can be used for blocking only.

- No changes that affect the exterior brick wall of the building are allowed except as discussed under windows.
- Doors facing the hallway may not be altered unless they are removed altogether. In that case, it is the Unit Owner's responsibility to restore the trim and paint in the hallway.

Plumbing:

- When installing new sinks and toilets, shut-off valves must be installed at the fixture. When installing new tub/shower plumbing, provide an access panel located behind the tub wall. Review the access panel location with Head Janitor when the wall behind the plumbing is not in the same unit or access panel location occurs in a common area. NOTE: When walls are open such that a shut-off for the entire bathroom can be installed, then that shall be required in lieu of the tub/shower shut-off. The access panel location shall be reviewed and approved by the Head Janitor.
- Clean-outs are to remain accessible but may be located under vanities if necessary.
- Cap all drains during construction while a fixture is not attached.
- Kitchen sink disposals are prohibited from being installed.

Radiators:

- The Head Janitor must be alerted if radiators are removed for any reason and pipes must be capped.
- Make sure replacement radiators are steam radiators for a two-pipe system.
- Hard-wired electric or gas heat are prohibited from being installed.
- Permanent removal of radiators requires approval by the Board.

Washer/Dryer:

Owners who want to install a washer/dryer in their unit can do so as long as the unit is an electric, self venting unit. Gas dryers are prohibited from being installed.

Electrical:

- The addition of circuits to a unit requires Board approval. New conduit and channeling in the hallway from the box, and restoring walls and finish are the Unit Owner's responsibility. No surface mounted pipe is allowed in common areas.
- There is an additional monthly charge to Unit Owners who have 220-volt appliances to cover additional use of electricity.

Windows:

- With prior approval and arrangement with the Board, Sherwin-on-the-Lake contributes a portion of the cost per window (upon completion and inspection of installation) to Unit Owners wishing to replace their windows.
- Insulated glass is required in replacement windows. Vinyl windows are prohibited from being installed.

- The window can be an aluminum window (aluminum finish inside and out), a wood clad window (wood inside, aluminum clad outside.) or fiberglass. Typical floor windows must be double hung; fixed panels are prohibited from being installed (with a few exceptions on the ground floor.)
- The exterior finish of the window is required to be dark bronze aluminum, except that the exterior window finish in the alley/light well shall be white. At the south elevation of the building, the exterior window finish shall be white west of the fire escape, and dark bronze east of the fire escape.
- Location in wall: the window must be placed in the inner Wythe of brick with proper head flashing.

Exhaust:

- When adding or changing a kitchen exhaust fan, install dampers in kitchen ductwork. The damper will prevent back draft from other exhaust fans.

Flooring:

- Hard flooring (includes wood, ceramic and stone tile) in areas other than kitchen and bathrooms is prohibited from being installed unless it achieves an IIFC rating (impact noise rating) of 55 or greater.
- This requires a floating system in which a sound isolation barrier (6mm cork or equal) is installed under the subfloor or furring strips. The barrier can be installed with or without mastic but it may not be mechanically fastened into the concrete. Traditional wood strip flooring may be nailed into a plywood subfloor or treated furring strips, but not into the concrete slab. When utilizing a plywood subfloor, 3/4" T & C plywood, or 2 layers of 3/8" plywood glued & screwed is required to reduce the chance of movement. Any glue down wood floor system is acceptable over the sound insulation material.
- METAL FASTENERS ARE PROHIBITED FROM BEING INSTALLED INTO THE CONCRETE SLAB.

Fireplaces:

- Vent-free gas fireplaces may be installed with Board approval of model and location. Fireplaces are prohibited from being installed in bedrooms. Fireplaces are for decorative/aesthetic purposes only; and are prohibited from being installed to be used as steam heat replacements.

Doors:

- Front doors to units shall be stained to match existing doors on the exterior side. Replacement front doors to units shall be flush 1-3/4" solid core doors with a Birch face, and stained to match existing doors on the exterior side. Replacement front door jams shall be rebated wood construction (frame and stop made from a solid piece of wood.) Exterior hardware shall be a brass finish.
- Front doors to units are required to have closers, and existing transoms must remain fixed in the closed position – these are requirements issued by the City of Chicago to prevent spread of fire.
- Unit Owners are strongly encouraged to provide a bottom sweep and seal around unit entry doors. Any material that shows outside the door shall be a dark color like brown or black. Check with Head Janitor for a sample of a recommended product.

Miscellaneous:

- Construction materials shall not be moved in the front elevator. Only use the freight elevator. DO NOT OVERLOAD THE FREIGHT ELEVATOR.

- **It is the responsibility of the contractor to properly remove and dispose of construction debris and not to use the SOTL garbage containers or leave items in the alleyway. \$100.00 fine per occurrence of improper removal of construction debris.**

The laundry room sink and drain areas are there to assist residents while doing laundry. If the sink and drain areas in the laundry room are used by contractors to clean up, the area must be cleaned and left in no worse condition than it was before use. \$50 fine per occurrence of improper cleanup.

Contractors may park in the alleyway to load and unload only. Flashers must be used. If you are loading or unloading in the morning, you must check with the building engineer to make sure that your vehicle is not interfering with our garbage pickup schedule. Violators will be towed!

- **Unit Owners must provide protection in hallways and along the route to the unit. Unit Owners are responsible for any damage to common areas resulting from construction as well as clean up.**

\$50 fine per day that the floors are not protected or cleaned after construction.

- **Construction noise shall be limited to the hours of 8 AM to 6 PM, Monday through Saturday. Construction noise on Sundays, and national holidays is prohibited. It is encouraged to notify your neighbors in advance. \$100 fine for violation of the construction hours.**

- Smoke detectors and carbon monoxide detectors are required in all units.

- All doors opening to a common area hallway shall be equipped with approved self-closing devices.

- Make sure no water is left running.

- The Building Manager shall be permitted, with 24-hour notice, to enter and inspect any unit under construction.

I have received the Construction Manual and agree to follow all the requirements listed within this manual. I understand that failure to follow the requirements and rules listed, by myself or my contractors, will result in fines as listed in this manual. Multiple violations of the listed rules, depending on the severity, may require the project to be shut down by the building engineer.

Unit Number _____

Owner's Name _____

Owner's Signature _____

Date _____

FEES

Dog Fee \$50.00 Calendar Year

Hallway Closet Fee \$75.00 Calendar Year

Move-in Fee \$250.00 NRF

Non-ACH Fee \$75.00 Calendar Year- No longer accepting

Building Key \$25.00 Per Key Owner must request

Janitorial Repairs \$45.00 Per Hour

Janitorial Repairs-Overtime \$65.00 Per Hour After scheduled hours

Air Conditioner Fee \$125.00 Per a/c unit per year

Boat fees Per schedule

Bike storage fee \$10.00 Per bike hook

Ballroom Usage fee Per schedule

Closing Documents Request \$100.00 Per request Paid assessment and 22.1 documents

FINES

Items placed on Common Elements \$50.00 Per Occurrence

Smoking Violation \$50.00 Per Occurrence

Pet Violation \$50.00-\$100.00 Per Occurrence Specific fee found in Pet section of this Document

Fireworks on Beach \$500.00 Per Occurrence

Fire on Beach time violation \$150.00 Per Occurrence After 10PM Sun-Thurs & After 12:00 AM Fri-Sat

Mask Violation (Effective only if the City of Chicago mandates a mask requirement) \$50.00 Per Occurrence

Intentional property damage \$5,000.00 Per Occurrence Plus replacement/repair costs

Tampering with the security or Life/Fire safety systems \$500.00 Per Occurrence

Improper disposal of construction debris \$100.00 Per Occurrence

Construction--improper cleanup of laundry sink area \$50.00 Per Occurrence

Parking in alleyway > 30 minutes Tow Per Occurrence

Construction--not protecting or cleaning the hallway \$50.00 Per Occurrence

Violation of construction hours \$100.00 Per Occurrence

A. Placement of Items in Common Elements

1. Authorities

Section I(F) of the SOTL Declaration defines 'Common Elements', in pertinent part, as: [A]ll portions of the Property except the Units, and includes, without limitation...lobbies; outside walks, driveways and landscaped areas; walls, hallways, entrances and exits; ...elevators, boat storage area, beach, patio stairways... [and] laundry room....

Section III(H) of the Declaration subjects Unit Owner access to, and use of, the Common Elements to rules adopted by the Association:

1.....Such rights to use and possess the Common Elements shall be subject to and governed by the provisions of the [Condominium] Act and of this Declaration and the Bylaws herein and the rules and regulations of the Association....

2. Practice rule

Any Unit Owner or Unit Occupant desiring to place decorations, notices, furnishings, devices, improvements or any other thing into, at or upon a Common Element (including, but not limited to, the tables within the elevator vestibule) shall, before doing so, request from the Board authorization to do so. The requestor may proffer any such request either in person or in writing at any Board meeting without advance notice to the Board. The Board may grant or deny any such request in its absolute discretion.

3. Penalty

Any violation of this provision shall subject the violator to (a) removal of the installed item, and (b) a fine of \$50.00 per installed item.

B. Placement of Items in Limited Common Elements

B. Placement of Items in Limited Common Elements

1. Authorities

Section I(K) of the SOTL Declaration defines 'Limited Common Elements', in pertinent part, as: [T]hose portions of the Common Elements specifically designated in the Declaration as Limited Common Elements and reserved for the use of a certain Unit or Units to the exclusion of other Units; such as storage areas as shown on the Plat.

Section III(N) of the Declaration expands this definition to include –

[A]ll portions of the common elements set aside and allocated for the restricted use of particular units...[including]...such portions of permitted walls, floors and ceilings, doors...as lie outside the unit boundaries as shown on the Plat. The above limited common elements are hereby assigned to the units to which they are an inseparable appurtenance.

2. Practice rule

Limited Common Elements are part of the Unit to which they are attached, assigned or leased. Accordingly, no Board request or advance Board approval is required for a Unit Owner or Unit Occupant to place, install or attach any decoration, notice, furnishing, device, improvement or other thing into, at or upon any Limited Common Element which is attached to such Unit Owner's or Unit Occupant's own unit.

Intentional Property Damage (Added May 2022)

Practice Rule

No Unit Owner or Unit Occupant shall intentionally cause damage to (a) any property of the Association, (b) any Common Element or any Limited Common Element, (c) any property of any other Unit Owner or Unit Occupant, or (d) any property of any person that is located in or on any Common Element or Limited Common Element at the time of the damage. As used in this rule, the term “property” includes both real property and personal property, and the term “damage” includes (a) permanent physical damage, (b) temporary physical damage (such as throwing eggs at a car), and (c) non-physical damage, whether permanent or temporary (such as dispersing a substance to cause a noxious odor).

Penalty

Any violation of this section shall subject the violator to a fine of \$5,000 per violation plus the cost of repairing or replacing the damaged property (or, in the case of non-physical damage, the cost of remediation of the damage). When collected by the Association, the portion of the fine for repair, replacement, or remediation will be paid by the Association to the party whose property was damaged.

Intentional obscuring or altering of security cameras or tampering with fire and life safety equipment (Added 4/23)

“Intentionally obscuring or altering the view of a security camera in the building or tampering with fire and life safety systems will result in a fine of \$500.

C. Smoking

1. Practice rules

Smoking is prohibited:

- a. In all interior Common Elements;
- b. On the veranda;
- c. Within 30 feet of any building entrance;
- d. Within 50 feet of any person on SOTL property requesting of the smoker that he/she refrain from smoking; and

e. In a Unit Owner's or Unit Occupant's own unit, unless the Unit Owner or Unit Occupant first:

i. Completely seals the unit so as to prevent seepage of smoke or odor into the common areas and adjacent units; or

ii. Procures a medical-grade air purification system at the unit owner's expense.

f. Where smoking is not prohibited, the smoker shall, at the conclusion of smoking, dispose of all cigarette butts and other smoking

paraphernalia into a fire-proof container to be furnished by the smoker, and then dispose of that container: (i) into an SOTL-designated exterior refuse receptacle; or (ii) at a location beyond SOTL property. Cigarette butts and other paraphernalia shall not be left at or on any Common Element including, without limitation, the beach, sidewalk, driveway, alley or parking area.

3. Penalty

A violation of this section shall subject the violator to a fine of \$50.00 per violation.

D. Pets

1. Practice rules

A pet owner shall:

a. Ensure that his/her pet releases no discharge at any time on SOTL property. 'Discharge' shall include, but shall not be limited to, feces, urine, blood, vomit, and bodily secretions;

b. Ensure that his/her pet is free from odor;

c. Ensure that his/her pet refrains from uttering sound audible more than ten feet away for more than five seconds in any thirty-minute period;

d. Ensure that his/her pet is never present within an interior Common Element except as necessary for ingress into and egress from the building, and then only in strict compliance with the following practices:

i. Traversing the shortest and most direct path from the exit point of a Unit Owner's or Unit Occupant's unit to the freight elevator; If the Freight elevator is out of service, an exception will be made to allow pet owners and pets to travel in the front elevator en route to the rear entrance.

Between dusk and dawn, pet owners may enter and exit the building through the front entrance.

During daylight hours pets and owners must enter and exit the building through the rear entrance.

ii. Utilizing the freight elevator, but only as minimally required to undertake ingress into and egress from the building;

iii. Traversing the hallway between the freight elevator and the loading dock; and

iv. Traversing the loading dock entrance.

e. Without limiting the scope of the foregoing prohibition, pets are specifically barred from:

1. The entire first floor;

2. The main entrance and vestibule;

3. The Lillian Adler Ballroom;

4. The veranda;

5. The boat rooms;

6. The hallway to the beach door;

vii. The beach and beach easement;

viii. The laundry room;

1. All storage rooms; and

2. The roof.

f. At all times when not in their owner's unit, every dog shall be leashed and under the direct control of such dog's owner.

3. Penalty

Any violation of Subsection D(1)(a) above shall subject the violating pet owner to a fine of \$100.00 per violation. Any other violation of this Section D shall subject the violating pet owner to a fine of \$50.00 per violation. Any three or more violations of any provision of this Section D within any 12-calendar-month period shall result in the permanent banishment of the pet from SOTL property.

E. Procedure

1. Complaint

To initiate a violation proceeding arising out of any violation of the Nuisance Rule, the following procedures shall be observed:

a. The violation shall have been observed by:

i. Two persons, each of whom shall be: (A) a Unit Owner; (B) a Unit Occupant; (C) an Association Member; or (D) a Maintenance Staffer. If the two observers are both Unit Owners and/or Unit Occupants, they shall not be residents of the same unit; or

6.

ii. One person meeting the criteria of subsection E(1)(a)(i) above, and who possesses a photograph or video recording of the offending conduct or its immediate aftermath (each observer a "Complainant").

b. A Complainant shall complete and sign a Notice of Nuisance in the form attached hereto as Exhibit A ("Notice of Nuisance"), and attach thereto copies of pertinent photographs (if any).

2. Notice

Upon receipt of a Notice of Nuisance, the Board shall transmit to the alleged violator a written notice ("Violation Notice"):

a. Enclosing a copy of the Complaint;

b. Advising that the conduct complained of appears to constitute a violation of the Nuisance Rule;

c. Stating the fine(s) applicable as a consequence of the violation;

d. Advising that the alleged violator may appear at the next Board meeting to contest the violation; and

e. Stating the date, time and location of the next Board meeting.

3. Hearing and Disposition

- a. If the violator pays the fine, the matter shall be deemed closed.
- b. If the violator does not pay the fine, but also fails to appear at the next scheduled Board meeting (stated in the Violation Notice) to contest the violation, the Board shall impose the fine stated in the Violation Notice, and the amount thereof shall be deemed additional general assessment due and payable by the violator with, and as part of, the next general

7.

assessment payment. The Board shall transmit to the violator written notice of imposition of the fine and demand for payment thereof by the due date of the next scheduled general assessment payment. If such payment is not then forthcoming, the Board may enforce collection in like manner as any other failure to pay general assessment.

- c. If the violator appears at the next scheduled Board meeting (stated in the Violation Notice) to contest the violation, the Board shall conduct an informal hearing in order to afford the alleged violator an opportunity to explain the facts and circumstances surrounding the claimed violation. The Complaint shall be deemed *prima facie* evidence of violation, and the Complainant may, but need not, appear at the hearing. The Board shall undertake in good faith to ascertain the actual and relevant facts surrounding the claimed violation, and shall then render a determination as to whether imposition of the applicable fine(s) remains appropriate. The Board's determination shall be final. If the Board determines to impose the fine, it shall, following the hearing, demand that the violator tender payment thereof no later than the due date of the next scheduled general assessment payment. If such payment is not then forthcoming, the Board may enforce collection in like manner as any other failure to pay general assessment.

Pest Management Plan

Sherwin on the Lake Condominium Association

What do bed bugs look like? Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching.

How can bed bugs get into my home? Bed bugs are excellent hitchhikers. They can enter the home in furniture, clothing, luggage, and boxes. Bed bugs traveling from unit to unit in multi-unit apartment and condo buildings, is

just one of many ways a bed bug issue can begin. Bringing used furniture into your home and frequent travel can increase your chances of having an infestation in your home/unit.

Where do bed bugs live? Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, in baseboards, behind picture frames and in other tight spaces.

What can I do to prevent a bed bug infestation? Check your clothes & personal items after riding in a taxi, after using public transportation or air travel. Avoid sitting on couches in coffee houses, pubs, lounges, etc. Reduce clutter, especially in bedrooms. Seal cracks and crevices around your unit with caulk. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

How do I know if I have a bed bug infestation in my home? Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

What are my responsibilities? Residents & Owners of condominium units should be aware that per the City of Chicago Bed Bug Ordinance, they are obligated to report any known or suspected bed bug problem within their unit to the Condo Association. Treating bed bugs inappropriately with “bug bombs”, chemicals or other means is not allowed by the Association and may cause them to spread further or may cause harm to occupants.

What if I suspect bed bugs in my unit? Report it immediately to the Head Janitor. He will take the necessary steps to confirm or rule out the presence of bed bugs. If the bed bugs presence is confirmed, the Condo Association, not the unit owner, will hire a pest control company. The Head Janitor will coordinate the next steps until the unit is cleared by the pest control company.

How do I prepare for treatment? Andy will provide the steps that can be used to treat clothing, linens and other items. Do not clean up dust (vacuum) before the first professional treatment is performed. It is imperative to follow the recommendations of the pest control company to prepare the unit for treatment and discard items that can't be treated. A standard checklist can be found here: <http://www.smithereen.com/commercial-services/bed-bug-removal/treatment-preparation>

What happens next? Depending on the situation, more than one treatment may be necessary. A subsequent inspection will determine if the bed bugs have been exterminated. Monitor for evidence of bed bug recurrence or new infestation. Take preventive measures!

Notice of Nuisance

Sherwin on the Lake Condominium Association

***This form may also be submitted online from our website at
www.sherwinonthelake.com***

Date: _____ Time: _____ (AM/PM)

Witness #1 Name: _____

Witness #2 Name (if applicable): _____

*****Two witnesses required unless photo/video documentation is submitted**

Offending Unit #: _____ and / or Offending Resident Name: _____

Nature of Complaint: _____

Signed: _____ Date: _____

Name (please print): _____

Unit #: _____ Contact Phone #: (_____) _____

Email: _____

Service Request Form Please use this form to request services from our maintenance department. If this is an emergency, also call Sinan at 773-971-2866. Unless this is an emergency, DO NOT contact Sinan by phone or text. He will get to your request as soon as possible.

For faster service, please use the online Service Request Form at:

<https://tinyurl.com/y8t5eshe>

UNIT NUMBER _____

NAME _____

OWNER _____ (OR) **TENANT** _____

OWNER'S CONTACT INFORMATION (If tenant completing the form)

PHONE NUMBER _____

EMAIL ADDRESS _____

PET IN UNIT? YES ___ **NO** ___ If there is a pet in the unit, please list breed and name

OK FOR MAINTENANCE TO ENTER THIS UNIT? YES ___ **NO** ___

SERVICE REQUEST Please describe your request in as much detail as possible.

Signature _____

