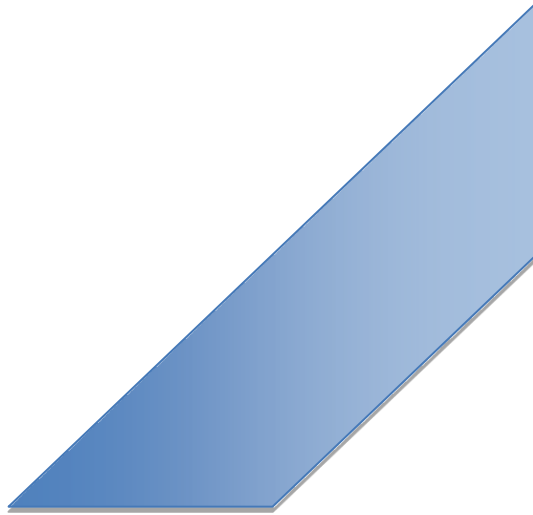


**2626 Lakeview Condominium  
Association**

**HOUSE RULES**

Revision  
8/9/2022





# 2626 Lakeview Condominium Association House Rules

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# 2626 Lakeview Condominium Association

## Introduction

The rules contained herein have been revised by a Board Commission, reviewed by Management, approved by the Board of Directors after meeting with the unit owners, and are directed to all Unit Owners and Residents.

They are intended to insure the comfort and security of all residents and their guests, and to maintain the physical quality of the premises for the Owners. Repeated violations of any of these rules will result in appropriate action by the Board of Directors.

## Disclaimer

The 2626 Lakeview Condominium Association, the Board of Directors, its Managing Agent, and the building personnel assume no responsibility for any property loss or personal injury. These Rules do not supersede any federal, state or local regulations, nor do they supersede the Declaration, By-laws including any amendments thereto.

## Fines

Violations of the House Rules may result in a fine. Fines may be imposed after notice and an opportunity for a hearing. Repeated violations may result in increased fines being levied or further legal action.

## Definitions

**À La Carte Amenities** - individual amenities for purchase rather than being a part of standard building offerings included with assessments.

**Resident** refers to both unit owners and tenants who reside full or part-time in the Unit. The Association will recognize as residents only those who have been registered prospectively with the Management Office. Persons not so registered will be considered guests and will not be eligible to use any resident designated amenities including monthly parking, pool and the exercise room. All residents and guests are subject to House Rules and Association policies.

**Tenant** A tenant is a person who temporarily occupies or possesses a Unit that belongs to a Unit Owner.

**Unit Owner** refers to the person or persons whose estates or interests, individually or collectively, have ownership of a unit.

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## Security and Safety

Owners, Residents, Management and building personnel are all responsible for security. Residents should know the duties of the doormen and security guards, and should follow all safety precautions themselves.

### Door Staff

- 1.1. To improve the security of the building, all common area doors are keyed alike or are controlled by an electronic "fob". Residents can obtain a common area fob upon payment of a security deposit in the Management Office. At move-out times, the resident is required to return all fobs in order to obtain a refund of their security deposits heretofore paid.
- 1.2. Unless the door staff recognizes the resident, the resident shall use his or her "fob" (,i.e. electronic key), to gain entry.
- 1.3. Any non-resident must be approved by a resident prior to admittance to the building.
- 1.4. Residents entertaining five (5) or more persons in their unit should furnish the doormen and garage with a guest list in advance. Those on the guest list will be directed to the unit by staff. Anyone not on the guest list must be approved by the resident prior to his/her entry to the building.
- 1.5. All access to the building for vendors, delivery people and contractors must be coordinated through the doorman after approval by the owner.
- 1.6. The door staff and/or security guard should be notified immediately of any suspicious persons or activities.
- 1.7. Parking in the driveway shall be limited to 30 minutes or less. Drivers must register the vehicle with the door staff and place a temporary parking placard in the windshield of the vehicle. Residents or their guests that exceed the time limit may be fined. Residents are responsible for their guests. Violators may also have their vehicle towed at the vehicle owner's expense.

### Additional Security Measures

- 2.1. All common area doors must be closed firmly at all times.
- 2.2. The primary lock on all units shall be an Arrow lock, flush mounted, brushed chrome or brass and keyed to the existing building's master key. Any new secondary lock should be a Segal lock, brushed chrome or brass.

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- 2.3. Emergency keys for all secondary locks shall be registered with the Management office and placed in a locked cabinet located in the Management Office.
- 2.4. When residents plan to be away for more than seven (7) days, owners and/or tenants are required to notify the Management Office and provide contact information in the event of an emergency.

### Smoking

- 3.1. Cigarette, cigar, pipe, tobacco, and other smoking is prohibited in all Units, Limited Common Elements and the Common Elements. Except as expressly permitting by applicable law, vaping of any substance is prohibited in the Units, Limited Common Elements and the Common Elements. Smoking is permitted only on outdoor common areas subject to such rules and regulations as the Board may from time to time adopt.
- 3.2. Smoking is prohibited in all common areas of the building interior including the lobby, hallways, stair wells, elevators, laundry room, pool, exercise room, playroom and Lakeview Room.
- 3.3. Smoking is permitted on the sun deck and in front of the building east of the circle drive. These are the only areas where smoking is permitted.

### Smoke Detectors

- 4.1. Our residential building falls within Section 3 (13-64-120 and following) of the City of Chicago Building Code, which requires our apartments to be equipped with approved smoke detectors.
- 4.2. The location of such smoke detectors shall be within 15 feet of all rooms used for sleeping purposes and shall be installed on the ceiling and at least 4 inches from any wall, or alternatively, on any wall and within 4 to 12 inches from the ceiling.
- 4.3. Maintenance staff test the smoke detector batteries annually as part of the annual filter change. All residents shall allow maintenance staff entry into the unit to perform this test.
- 4.4. Fines may be levied when a Unit is found to be lacking a working smoke detector. Failure to install a smoke detector or disabling a smoke detector that has been installed could be judged as a serious offense.

### Common Areas and Facilities

When an Activities Commission event is scheduled within a common area of the building, the Commission's event is granted exclusive access to the area for the entire time needed to set up, conduct the event and cleanup. Activity Commission events take precedence over individual use of the common areas.

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## Lobby

- 5.1. Residents are required to conduct themselves in a courteous manner that is inoffensive to other residents, staff, or guests.
- 5.2. Pets are not permitted in the lobby.
- 5.3. Drinking and eating are prohibited, except for Association functions.
- 5.4. The lobby should not be used as play area.
- 5.5. Bicycles, skis and sleds may not be transported through the lobby; they must be taken through the north service entrance or garage pedestrian door.
- 5.6. Signs of any kind are not permitted, except for Association functions.
- 5.7. The glass bulletin boards are to be used exclusively for Association business.
- 5.8. Only street attire (shoes, shirts, etc.) is acceptable; walking barefoot is not permitted.
- 5.9. No resident is allowed to solicit, lobby, or organize unless the Board has reviewed and approved a written request to do so not less than 45 days in advance of the planned event.

## Elevators

- 6.1. Posters, notices, ads and signs are not permitted except by Management.
- 6.2. All commercial deliveries including food, flowers, prescriptions and hand-held parcels, are to be left at the doorman station unless otherwise directed.
- 6.3. Golf, grocery and shopping carts, bicycles, skis and sleds must be transported in the service elevator when it is available.
- 6.4. Laundry, laundry containers, and laundry carts should be transported in the service elevator when it is available.
- 6.5. Vacuums, mops, cleaning pails and other residential cleaning equipment should be transported in the service elevator when it is available.
- 6.6. Riding barefoot is not permitted.
- 6.7. Riding with open containers of food or beverage is not permitted.
- 6.8. Any damage caused to an elevator by a resident, their guest(s), their contractors or any hiree, shall be charged back for the cost of repairing such damage. In the event that the resident is a tenant, the owner's account will be charged accordingly.

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- 6.9. Service elevator time must be reserved with and authorized by Management in advance for all move-ins and move-outs. The approved elevator move-in and move-out hours are Monday through Friday, 8:30 a.m. to 4:30 p.m., except holidays.
- 6.9.1. Weekends and holidays are not permitted for move-ins or move-outs, except in rare occasions and by special written permission of Management. If special permission is given to a resident, a charge will be imposed and a deposit required.
- 6.9.2. If a tenant wishes to obtain special permission as provided in rule 6.9.1 the unit owner must be notified and agree to same in writing. The unit owners' written authorization must be submitted to Management at the same time as a tenant's written request for special permission.
- 6.9.3. For authorized move-ins/outs, to insure against the possibility that moves do not extend beyond the agreed upon scheduled timeframe, a security deposit payable to "2626 Lakeview Condominium Association" in the form of four \$100.00 checks, shall be filed with the management office when reserving the elevator. If the move extends beyond the scheduled move time, a fee of \$100.00 per hour will be charged. Any unapplied checks will be returned to payer.

### Hallways

- 7.1. City of Chicago Fire Department Regulations prohibit obstructions of any kind in the hallways or stairwells including, furniture, art objects, bicycles, sleds, buggies, carts, doormats, shoes, galoshes and any other personal property.
- 7.2. No decorative articles, except those that are maintained and appropriate to the holiday season, are permitted on doors. Decorative articles must be removed within seven days following the seasonal holiday.
- 7.3. Management-issued pet emergency signs are permitted on doors and religious symbols are permitted on door frames.
- 7.4. No decorative materials or fixtures of any kind are permitted on corridor walls.
- 7.5. Hallways are not to be used as play or party areas. Loud conversation and yelling should not occur in the hallways.
- 7.6. Management may remove all newspapers or deliveries left in front of unit doors for more than 2 days.
- 7.7. Only Association communications, authorized or issued by the Management Office and/or the Board, may be left in front of unit doors.

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## Laundry Room

The laundry room is open and available 22 hours a day. Between 2:00 a.m. and 4:00 a.m. the doors will be locked to allow the staff to perform normal cleaning.

- 8.1. Residents are required to conduct themselves in a manner that is not noxious or offensive to other residents, staff, or guests.
- 8.2. Laundry machines may not be reserved.
- 8.3. Clothes must be removed immediately at the end of the cycle. The Association is not responsible for clothes left unattended.
- 8.4. Malfunction of machines should be reported immediately to the Management Office or doorman. Equipment should not be overloaded, so as to cause malfunctions.
- 8.5. Posters, signs, or other materials placed by residents are permitted on the bulletin boards provided for such items. They should be limited in size to 8" x 5".
- 8.6. Ironing is not permitted.
- 8.7. Pets are not permitted.
- 8.8. The Association assumes no responsibility for lost or damaged personal property including any items that are damaged due to use of washers and dryers.
- 8.9. Residents must adhere to all rules posted on placards in the laundry room.

## Storage Area

- 9.1. Each unit is assigned one locker.
- 9.2. No resident should use a locker assigned to another unit. Any resident who uses an unassigned storage locker shall be liable for a fine plus a per day storage fee if the belongings are not removed during the seven-day notification period and such fines/fees shall be subject to the late fee policy. In the event that the resident is a tenant, the owner's account will be charged accordingly.
- 9.3. Flammable materials are not permitted.
- 9.4. Areas outside of the lockers cannot be used for storage. Items found outside of any locker maybe discarded or donated.
- 9.5. Lights should be turned off when leaving the area.

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- 9.6. The doormen hold the keys to the storage areas. Any resident who fails to return the storage locker door key four (4) hours after issuance, may be liable for a fine plus a fine for each subsequent offense and such fines shall be subject to the late fee policy. In the event that the resident is a tenant, the owner's account will be charged accordingly.

### Playroom

The playroom is for the exclusive use of resident children of 2626 and their guests. Resident children and their guests use the Playroom at their own risk.

- 10.1. Children must not be left unattended. Adult supervision is required at all times.
- 10.2. No food or beverage is allowed.
- 10.3. Residents are responsible for their own clean-up and maintenance.
- 10.4. Sick children are not allowed in the room.
- 10.5. The last person leaving the playroom shall lock the door and return the key to the doorman.

### Sundeck

- 11.1. Sundeck hours are from 9:00 a.m. until 1:00 a.m.
- 11.2. Residents are required to conduct themselves in a manner that is not noxious or offensive to other residents, staff, or guests.
- 11.3. Food and beverages are permitted in unbreakable containers only. Residents are responsible for their own cleanup.
- 11.4. Lounge chairs may not be reserved. No furniture is to be removed from the sundeck area. Those using suntan lotion should cover their chairs.
- 11.5. Pets are not permitted in the sundeck area.
- 11.6. Only battery-operated audio or video equipment with earphones is permitted.
- 11.7. Children under the age of 16 must be accompanied by a responsible person, 16 years of age or older.
- 11.8. Private parties are not permitted on the Sundeck

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11.9. Only furniture provided by the Association is permitted on the sundeck.

11.10. Smoking is permitted on the sundeck.

### Barbeque Grills

12.1. Grills are available to all residents from 9:00 a.m. to 9:30 p.m.

12.2. All food transported between units and the grill area must be covered.

12.3. No one under the age of 17 is allowed to operate the grill without adult supervision. Follow manufacturer's instructions posted in the barbeque area. After use, clean up and leave the grill ready for the next user.

12.4. Grill Scheduling:

9:00 a.m. – 3:30 p.m. – No reservation required. The grills are available on a first come, first served basis.

4:00 p.m. – 9:00 p.m. – Reservation required. Reservations can be made on the day of use or up to one day in advance by signing the sheet located in the hallway outside of the sundeck. Each reservation will be for one half hour and each unit will be limited to two reservations per day.

### Picnic Tables

Two picnic tables are available on the Sundeck.

13.1. Each resident may sign up for and use the tables once a day.

13.2. Residents are prohibited from bringing their own furniture onto the sundeck.

9:00 a.m. – 3:30 p.m. – No reservations are required. The tables and chairs are available on a first come, first served basis.

4:00 p.m. – 9:00 p.m. – Reservations are required. Residents may reserve one table for up to two hours or two tables for one hour by signing the sheet located in the hallway outside of the sundeck. Reservations can be made on the day of use or up to one day in advance.

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## À La Carte Amenities

The following amenities are available to residents for a fee.

### Lakeview Room

- 14.1. The Lakeview Room is for the use of Association activities and residents.
- 14.2. The 2626 Home Owners Association has first priority for the use of the room for HOA events open to all residents.
- 14.3. Residents may rent the room for private events or may use the room for individual purposes (e.g., watching TV, reading, studying) if there are no reservations or building events in progress. Residents under the age of 16 should be accompanied by a responsible person, 16 years of age or older.
- 14.4. The Management Office will handle all rental reservations, deposits, scheduling and billing. Use of the room is limited to 79 persons and is available from 8:30 a.m. to 1:30 a.m. The key to the Lakeview Room can be checked out from the front desk.
- 14.5. Non-residents are not permitted to rent this facility for any reason. The Board may, in its sole discretion, deny any request for use of the Lakeview Room.
- 14.6. For private social functions, a rental contract, containing an inspection report and the House Rules governing the use of the room, must be signed by each user prior to receipt of the key. A rental fee will be charged, in addition to a security deposit. The refundable security deposit is required for all reservations, subject to restoring the Lakeview Room to its original condition. Unit owners are responsible for their tenants and both parties must sign the rental contract. Unit Owners are responsible for all repairs, decorating, replacement of all furniture and appliances or floor finishing made necessary by their use of the room.
- 14.7. For private events involving non-resident guests, the resident sponsor must present an alphabetical guest list to the Management Office before receiving a key. The Office will distribute copies to the doorman and the garage. The resident reserving the room must be present for the duration of its use and is responsible for the actions of the guests.
- 14.8. Functions held in the room may not be advertised to the general public. The Board of Directors and/or Management reserve(s) the right to reject any function from being held in the common elements that involves political events, fund raising, or admission fees in its sole discretion. The Board of Directors and Management disclaim any responsibility or liability for the content/purpose/affiliation of a function held in the meeting room.
- 14.9. Deliveries to and from the room must be made via the service elevator when it is available.
- 14.10. Decorations on walls or ceilings can only be affixed with blue masking tape or poster putty (available in Management Office.) Tacks, masking tape, duct tape, scotch tape or similar materials cannot be used on the walls or ceiling. Repair costs for damage to walls/ceiling will be billed back to the unit owner.

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- 14.11. Management must approve the use of live music in advance. Any excessive noise or music shall not be tolerated.
- 14.12. The room must be cleaned and restored to its original condition by 4:30 p.m. after afternoon parties, and by 8:00 a.m. the following morning after evening parties. If this is not done, the building personnel, at the full expense of the resident, will restore the room.

### Exercise Room

- 15.1. The room is for the exclusive use of 2626 residents who have a season membership. A season membership fee, with no refund, must be applied for and paid in advance in the management office. Residents under the age of 16, who have a season membership, must be accompanied by a responsible person, 16 years of age or older. Children may not accompany members in the exercise room.
- 15.2. Residents are required to conduct themselves in a manner that is not noxious or offensive to other residents, staff, or guests. Exercise room privileges may be revoked for failure to comply with the rules without refund of the amenity fee.
- 15.3. Anyone using the exercise room must have a signed waiver on file.
- 15.4. All residents must have an exercise room activated fob to enter. Any resident without an activated fob will be asked to leave (i.e. one resident may not "piggyback" into the fitness room with another resident).
- 15.5. Children under the age of 16 must be accompanied by a responsible person, 16 years of age or older.
- 15.6. Appropriate exercise clothing must be worn at all times. (A minimum of athletic shorts, athletic shirt and non-marking athletic shoes).
- 15.7. Food is not allowed.
- 15.8. Music or video equipment may only be used with earphones.
- 15.9. Private equipment or free weights may not be brought in to the exercise room.
- 15.10. There is a 30-minute limit on any one piece of equipment when others are waiting to use equipment.
- 15.11. The television may be turned on/off on a first come, first served basis. Kindly be respectful of other members.

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## Pool

Refusal to abide by the pool rules or to cooperate with the Pool Attendant may result in the suspension of pool privileges with no refund of registration/membership fees and may also include a fine. The pool may not be reserved for private parties.

- 16.1. Pool Hours are 6:00 a.m. to 10 p.m., daily.
- 16.2. Pool membership, and access to the pool area, shall be limited solely to residents and unit owners of the Association who pay for this privilege, and to their guests. The application form for season pool memberships must be filled out and returned to the Management Office.
  - 16.2.1. All residents and guests, including children, entering the pool area must sign in and be accounted for on the sign in sheet. Members must display pool membership identification.
  - 16.2.2. A **season membership**, with no refund of fee if ownership or residency occupancy terminates or if access is revoked for violation of pool rules, must be applied and paid for in the Management office. A season member shall be issued a numbered tag or bracelet, which documents pool membership.
  - 16.2.3. A **daily pass** must be signed for on the pool Sign-in Log, which is located within the pool area. Signing for a daily pass allows pool access for that day and authorizes a daily usage charge to the owner's unit account.
  - 16.2.4. The pool fees may be changed from year to year. All season memberships, daily usage fees, and guest fees will be charged to the unit owner's account or must be paid by cash or check to the Management office ahead of time; no cash or checks will be accepted on the pool deck.
  - 16.2.5. All guests who access the pool area must always be accompanied by a resident or unit owner pool member who is either a season member or who has signed for a daily pass. On weekends and holidays, only season members are entitled to bring guests. At all times, no more than (4) four guests per residence are permitted.
  - 16.2.6. Children under 16 years of age must be accompanied by a responsible person, 16 years of age or older.
- 16.3. Residents and guests must adhere to all rules, rules posted on placards at the pool, and posted state regulations. Failure to follow the rules, the state regulations or directives from the Pool Attendant may result in the revocation of pool privileges without refund of pool fees and may also include the levy of a fine.
  - 16.3.1. Residents are required to conduct themselves in a manner that is not noxious or offensive to other residents, staff, or guests.
  - 16.3.2. Ball playing and running are not permitted in the pool area.

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- 16.3.3. Swim aids and small floats are permitted; large floats greater than 32" in diameter are prohibited.
- 16.3.4. Baby strollers are permitted only behind the red stripe directly surrounding the pool.
- 16.3.5. Only battery-operated audio or video equipment with earphones is permitted.
- 16.3.6. Chairs and lounge chairs may not be reserved for more than 20 minutes. No furniture may be removed from the pool area. All furniture must be kept behind the tiled areas directly surrounding the pool.
- 16.3.7. No food is allowed on the pool deck or in the pool. Beverages are permitted on the pool deck, behind the red stripe, in unbreakable containers only. Coolers are not allowed on the pool deck or in the penthouse lobby. No beverages are allowed in the pool.
- 16.3.8. Only swim attire may be worn in the pool. Street clothes or shoes are not allowed. Undressing on the pool deck is prohibited. When entering or exiting the pool area, cover-ups are required. Cover-ups and shoes are required in all building common areas including elevators and hallways.
- 16.3.9. Infants are not allowed in the pool unless wearing a swim diaper. Parents or caregivers of a child without this protection will be asked to remove the child from the pool immediately and may have pool privileges revoked without refund of fees and/or a fine levied against them.

## Garage

All garage parkers shall obey rules and regulations enacted by the Board of Directors and shall operate their vehicles with courtesy toward fellow drivers, owners, guests, pedestrians, and other vehicles. Use, maintenance, and operation of the garage shall not be obstructed, damaged, or unreasonably interfered with by any garage parker.

## Eligibility, Termination

- 17.1. Unit owners of 2626 Lakeview are eligible to apply for a month-to-month license for valet or designated garage spaces. Residents are eligible for one assigned stall, if available, and a second vehicle may be valet parked.
- 17.2. Non-resident unit owners may assign parking privileges to the tenant who resides in their unit. The unit owner remains responsible for all charges incurred by his/her tenant, which shall be assessed to said unit owner.

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- 17.3. Garage License Agreement may terminate if:
- 17.3.1. Unit owner defaults in the payment of monthly parking fees. The same rules governing condominium assessment defaults govern Garage License Agreement defaults;
  - 17.3.2. Unit owner fails to pay for damages to the garage following thirty (30) days' prior written notification;
  - 17.3.3. Vehicle owner repeatedly violates the established rules and regulations for the garage and the Board elects to terminate after notice and an opportunity for a hearing;
  - 17.3.4. Vehicle owner fails to permanently affix any required 2626 identifying decal to their vehicle. The identifying decal cannot be transferred from one vehicle to another;
  - 17.3.5. Vehicle owner ceases to permanently reside in the building;
  - 17.3.6. Vehicle owner assigns, transfers or subleases parking space of monthly Garage License Agreement without Management approval; Vehicle owner voluntarily relinquishes valet or assigned parking by sending written notice to the Management Office;
  - 17.3.7. Unit owner does not agree to be responsible for his/her tenant's parking privileges.
- 17.4. If a garage incident takes place in which parker's vehicle is involved, the parties involved must submit a copy of their vehicle's insurance coverage, the insurance agent's name, address, and telephone number to the Management office. Failure to comply within five business days shall result in termination of parking privileges.
- 17.5. A monthly Garage License Agreement may be terminated by either party on or before the last day of the month. Notice by one party giving the other not less than thirty (30) days prior written notice must be delivered in person or by mail, to the Management Office, or to the unit owner at the unit owner's address. In the case where the vehicle owner is a tenant, the owner shall be notified in addition to the tenant.
- 17.6. If a unit owner is one month delinquent in payment of a garage fee of any type, the delinquent amount plus late fees will be included in the next month's billing. This amount must be paid in its total by the first of the next month, or the Garage License Agreement will be subject to termination.

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- 17.7. When a monthly garage License Agreement is terminated, or a vehicle is parked in an unauthorized area of the property, the vehicle owner shall immediately remove the vehicle. The Board has the unconditional right to tow the vehicle from the premises. The vehicle and/or unit owner is barred from any and all claims against the Board, its managing agent, employees, or towing contractors for damage to the vehicle arising out of the towing. The unit owner shall be liable for all towing and storage charges incurred by the Board. Charges may be assessed against the unit involved.

### Garage Claims

- 17.8. The Association will not be responsible for any garage claims (e.g., damage to vehicle). Use of the garage is at the vehicle owner's own risk.
- 17.9. Licensee releases and forever discharges the Association and its managing agent, their respective directors, officers, agents, employees, successors and assigns from any and all claims, damages, liabilities or actions of any kind and nature with respect to garage parking including without limitation personal injury to Licensee or Tenant(s), loss or damage to the motor vehicle or loss of articles or accessories which may be due to fire, theft or accident, except to the extent caused solely by the gross negligence or willful misconduct of the Association or its managing agent. Notwithstanding the foregoing, the Board of Directors may, but is not required to, consider damages claims to property allegedly caused by the negligence of a garage attendant.
- 17.10. Licensee releases and forever discharges the Association and its managing agent, their respective directors, officers, agents, employees, successors and assigns from any and all claims, damages, liabilities or actions of any kind and nature with respect to garage parking including personal injury to Licensee or Tenant(s), loss or damage to the motor vehicle or loss of articles or accessories which may be due to fire, theft or accident.
- 17.11. Licensee further agrees to indemnify and hold the Association, its directors, officers, agents, employees, successors and assigns harmless from any and all claims, demands, damages, liabilities or actions by invitees, servants, guests, or family members of the Licensee or Tenant(s) with respect to garage parking.

### Assigned Parking

- 17.12. Designated parking spaces are to be given, subject to availability, to unit owners or their tenants on the waiting list, which is maintained by Management. All valet parked vehicles, i.e. those without designated parking spaces, are automatically placed on the waiting list for an assigned space.
- 17.13. If an assigned space is offered to a valet parked vehicle, and the vehicle owner chooses not to accept, then the monthly garage fee will increase, the vehicle will remain valet parked, and the vehicle owner's name will be removed from the waiting list.

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## Vehicle Eligibility

- 17.14. Vehicles are eligible if they safely and easily clear all entrance ways, ceilings, and overhead piping; do not exceed the limits of parking spaces; do not exceed 19 feet in overall length; and do not extend beyond the furthest point of the posts near their parking stall.
- 17.15. Campers, trucks, oversize vans, and boats are prohibited.

## Parking Fees

- 17.16. Monthly parking fees are due on or before the first of the month. Unit owners are billed for parking fees on their monthly assessment statement. Unit Owners are obligated for the monthly parking fee.
- 17.17. There is no proration of parking fees. The parking lease begins on the first day of each month and terminates on the last day of the month.
- 17.18. Garage door fobs, and remote-controlled door openers are the property of the Association and shall be returned to Management upon request or at termination of license.

## Identification

- 17.19. All vehicles to be parked in the garage must be registered with the Management Office and must display a Board-approved decal, affixed (not taped) in the lower left hand, i.e. driver side, corner of the front windshield, which will be provided for that purpose.
- 17.20. Electric vehicles must be identified to Management.
- 17.21. Any vehicle not properly identified will be charged daily guest rates.
- 17.22. If a registered vehicle is out for repairs and a loaner is being used, a temporary permit must be obtained from the Management Office and displayed on the loaner vehicle.

## Attendant and Guest Parking

- 17.23. Only 2626 Lakeview residents and their guests are eligible for admittance.
- 17.24. Guests must provide the 2626 Lakeview resident's name and unit number to the garage attendant prior to leaving the vehicle.

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- 17.25. Garage attendants must have access to every vehicle left for attendant parking, either guest or valet. Therefore, the driver of the vehicle must leave a key in the ignition or personally tender a key to a garage attendant, and leave the doors unlocked. Failure to do so may result in an access fee and/or towing fee, all of which will be chargeable to the applicable unit owner.
- 17.26. A guest ticket provided by a garage attendant must be displayed on all guest vehicles.
- 17.27. Guest parking may be paid in cash, with parking coupons purchased in the Management office, or by the parking ticket being signed by and charged to the unit owner, whose signature shall be confirmed by the garage attendant.
- 17.28. Only attendants may park and retrieve guest vehicles. Unless authorized by a garage attendant, valet parkers may not park or retrieve their vehicles.

### General Rules

- 17.29. Headlights must be on when driving in the garage.
- 17.30. Tailgating is not permitted when entering, existing or driving in the garage.
- 17.31. Vehicle access to the garage is through the use of a remote control, or fob, to activate the garage's "IN" door. The association takes no responsibility for vehicle damage that may result from "tailgating". Any damage to the garage door may be billed back to the unit owner.
- 17.32. The maximum speed in the garage is 5 mph.
- 17.33. Vehicle stalls are not to be used for storage of personal items, except for bicycles. Building staff may remove and dispose of any other items, after five (5) days' prior written notice.
- 17.34. The Association does not accept any liability for car damage resulting from a malfunctioning fob and/or garage remote. It is the resident's responsibility to request a replacement fob and/or garage remote or replacement battery if it does not appear to be functioning properly.
- 17.35. Pedestrians and their pets may use the entrance and exit doors with caution.
- 17.36. The use of skateboards, roller blades or roller skates within the common areas or within the garage is prohibited.
- 17.37. A one-hour limit for use of the car wash stall shall not be exceeded.
- 17.38. When entering the garage, pull up, as near as possible, to the yellow line for valet parking and unloading.

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- 17.39. Any resident's vehicle found to be leaking oil or fluids will be subject to a warning letter on the first offense. If the condition continues unresolved for 30 days from the date of the warning letter, a cleaning fee will be charged to the vehicle owner's account. If the oil or fluid leakage is not repaired, fees will continue at 30-day intervals until the repairs have been made. Repair work in the garage is prohibited, except in emergencies.
- 17.40. A quick battery jump to a vehicle, performed by the garage attendant, will be provided at no cost to the unit owner, resident, and/or guest. For a full charge necessitating the use of the battery charger for a longer period of time, a fee will be charged to the unit owner.
- 17.41. Drivers must keep within the center of their assigned stall at all times and avoid inflicting damage on adjacent vehicles.

### Sales and Leases

- 18.1. Except for unrestricted transfers as defined in our Association Declaration of condominium Ownership, Chapter 18, Section A, unit owners must request the 2626 Lakeview Condominium Association to waive its right of first refusal for any sale or lease, by submitting the following documents, which may be amended from time to time:
  - 18.1.1. Payment of the non-refundable processing fee in the form of a money order or cashier's check payable to the "2626 Lakeview Condominium Association." In the case of a sale or new lease, the processing fee is an amount equal to one month's assessment on the subject unit. In the case of a lease renewal with an existing lessee, the processing fee is a flat fee as shown on the current 2626 Fee Sheet. Leases executed prior to February 1, 2009 are exempt from the processing fee.
  - 18.1.2. Notice of intent to sell/lease,
  - 18.1.3. Copy of contract of sale/lease,
  - 18.1.4. All documents submitted, must be fully completed and executed at the time of filing. Notice shall not be deemed given by the Association until and unless all the foregoing terms have been met.
  - 18.1.5. New owners and tenants will be asked to attend a House Rules Orientation Session and sign a form attesting they have read and understand the House Rules prior to moving in.
- 18.2. For unrestricted transfers, unit owners must submit the documents provided for in above, except that the requirement for a processing fee shall be waived.
- 18.3. Leases (including all lease renewals) shall have durations of no less than one year and no more than two years.

# 2626 Lakeview Condominium Association

## Renovations/ Unit Remodeling

The Association encourages unit owners to maintain and enhance the condition of their units. However, in order to assure the integrity of the physical structure of the building, adherence to City of Chicago codes and criteria, and the comfort of all residents, the Association has established the following rules and procedures.

### General Requirements

- 19.1. Board Approval Required. All remodeling approved by the Board of Directors or its designee.
- 19.2. Combining Units. Adjacent Units may be combined into one residence/household. A proportionate section of the common corridor may be leased to the Unit Owner for a one-time fee of \$1000.
- 19.3. Applications. Remodeling packets/applications must be obtained from the Management Office, completed, signed, and returned to Management for review and approval by the Board of Directors or its designee. No work can start before written approval is obtained. The Application must be submitted to the Management Offices with the following information:
  - 19.3.1. Signed copy of the remodeling contract
  - 19.3.2. Description of all proposed work, including drawings/diagrams.
  - 19.3.3. Contractor's certificate of liability and workers' compensation insurance naming the Association as an additional insured. General Liability should be a minimum of \$1,000,000 per occurrence. Certificates may be mailed, or electronically transmitted to the Management Office by the Insurance Agent.
  - 19.3.4. Proposed start and finish dates.
- 19.4. Hours. Construction hours are 8:00 a.m. to 4 p.m. Monday through Friday and 10:00 a.m. to 3:00 p.m. Saturday. No work is permitted on Sunday unless expressly authorized in writing by Management.
- 19.5. Code Compliance. All work must be compliant with City of Chicago policies and codes, National Electric Codes, and regulations of all jurisdictional entities as well as House Rules.
- 19.6. Permits are required for all plumbing and electric alterations. Owners are responsible for obtaining permits from the City of Chicago.

## 2626 Lakeview Condominium Association

- 19.7. Fire-rated walls must be maintained between adjacent units and between individual units and common-area corridors. Fire-rated walls must be maintained between adjacent units (including at shared plumbing walls between adjacent unit bathrooms) and between individual units and common area elements (corridors, elevator lobbies, egress corridors and stairs). This is a City of Chicago code and will be strictly enforced.

### Cable and Telephone Wiring

**Electrical wiring** refers to all electrical wires located in the building's electrical risers and all electrical wiring located within the walls of units.

**Cable wiring** means wiring installed for the transmission of cable TV and other digital information by a communications company under the express authority of the Board of Directors.

- 19.8. Electrical wiring located within the walls of units, television cable outlets and telephone hook-ups may only be moved by employees of the authorized company or the Association's Telephone or Cable company or other designee of the Association.
- 19.9. New wiring installed behind the walls must be in conduit. This work may not be performed by any unit owner or contractors other than as expressly authorized in advance by the Board of Directors or its designee. The unit owner or his/her designee must be present while this work is being done. (Building personnel cannot be so designated). Telephone and/or cable lines may not be altered in any way without the specific and written approval of the Board of Directors or its designee.

### Contractor Responsibilities

- 19.10. All new framing must be done with metal studs. Contractors (or unit owners) must contact the Doorperson before walls are closed so that the Building Engineer or Assistant Engineer can inspect to ensure compliance. Unit owners are responsible for ensuring that their contractor(s) comply with the Association's rules and regulations including the rules regarding unit renovations or remodeling.
- 19.11. All construction debris, discarded carpeting and/or flooring, and any other related materials must be removed daily by the contractor or unit owner. No construction debris shall be disposed of in the building's garbage chute or left in the chute room. No debris including cabinets, sinks or toilets shall be put into the building's scavenger bins or left in the receiving area. Hallways must be kept clean.
- 19.12. Contractors must check in with the Doorperson, wear identification tags, and comply with all sign-in and security procedures.
- 19.13. Only one contractor vehicle per unit may be parked in the receiving area (subject to availability).
- 19.14. The intended use of jackhammers requires at least 48 hours advance notice to the Management Office so that neighboring residents can be informed.

# 2626 Lakeview Condominium Association

## Doors and locks

- 19.15. In order to assure the ability of Association and emergency personnel to enter all units in response to emergency situations the following measures shall be followed:
  - 19.15.1. All lock changes must be coordinated through the Management Office. Primary locks must be keyed to the building's master key.
  - 19.15.2. Secondary locks may be Segal locks in brushed chrome or brass finish and flush mounted.
  - 19.15.3. Duplicate keys for Segal locks must be left in the Management Office.
- 19.16. Lock Boxes are prohibited.
- 19.17. No alterations shall be made to residential doors or any common elements without the prior written consent of the Board or its designee in each instance, with the exception of affixing religious symbols on door trim. This includes temporary decorations, signs, photographs, etc.

## Thermostats

- 19.18. Thermostats must be installed by a licensed electrician or licensed HVAC technician.

## Floor Remodeling

- 19.19. As with all unit remodeling, an application packet must be submitted to the Management Office in advance of installation and must be approved by the Board of Directors or its designee in advance in writing. No work will begin before receipt of such approval.
- 19.20. All new flooring must conform to greater than 60 decibel STC and IIC standards. This includes all flooring, including carpeting, wood/engineered wood, tile, laminate, vinyl, or other hard-surface product.
- 19.21. As part of the application, unit owners and contractors must submit printed copies of the manufacturer's specifications for intended products certifying that the products will meet the 60-decibel requirement. A signed copy of the remodeling contract must be included along with related drawings/schematics/diagrams.
- 19.22. Applications and plans must be completed as described in Section 19.3
- 19.23. Plans must include installation techniques, e.g., sub-floors and acoustical material specifications, glue, etc., from printed manufacturers' documents and/or information from engineers, architects and/or contractors licensed or certified in Illinois. Such specifications can be presented to the Office, mailed, faxed, or electronically transmitted. Hand-written material will not suffice.

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- 19.24. All-in-one products are prohibited unless installed with a separate underlayment that meets specified standards.
- 19.25. Installation will be subject to inspection by the Chief or Assistant Engineer and/or the Association's designee(s) to ensure that work is consistent with the Applications and these renovation and remodeling rules. This inspection is not tantamount to certifying the required adherence to City of Chicago codes and criteria as well as health and safety codes and standards, and the unit owner is responsible for such compliance.
- 19.26. If flooring is found to be non-compliant with these regulations, unit owners will be required to promptly remediate the deficiencies, including without limitation possible replacement of the non-compliant products with compliant materials and techniques, at the unit owner's expense.
- 19.27. Only water-based sealants or finishing products are permitted. Oil-based products are expressly prohibited.
- 19.28. Removal of asbestos tiles and/or materials, including vinyl tile original to the building, must be done by an abatement professional.
- 19.29. All construction debris, discarded carpeting and/or flooring, and any other related materials must be removed daily by the contractor or unit owner. No construction debris shall be disposed of in the building's garbage chute or left in the chute room. No debris may be put into the building's scavenger bins or left in the receiving area.

### Kitchen Remodeling

- 19.30. Applications and plans must be completed as described in Section 19.3 above.
- 19.31. All modifications to electrical and plumbing systems or connections to the building plumbing infrastructure must be performed by licensed electricians and/or plumbers. Do-it-yourself work on any pipes or electrical infrastructure is expressly prohibited. City of Chicago permits are required.
- 19.32. Only copper pipes can be installed. Dishwasher hoses must be stainless steel, and refrigerator hoses must be copper. PVC pipes are non-compliant with City of Chicago codes and are expressly prohibited.
- 19.33. Installation of any garbage disposal is expressly prohibited.
- 19.34. Use of portable appliances that hook up to plumbing such as countertop dishwashers is expressly prohibited. These devices are not compliant with City of Chicago codes or House Rules.
- 19.35. For new dishwasher installations, a leak detection system is recommended.
- 19.36. New kitchen flooring installation must comply with specified sound barriers as described in the "Flooring Remodeling" Section above.

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- 19.37. Water shut off must be done by building maintenance personnel. 48-hour notice to the Management Office is required.
- 19.38. If water supply lines are to be removed, they must be capped.
- 19.39. Additions to electrical systems, including but not limited to lighting and installation of dishwashers in studio units, require evaluation of electrical capacity by a licensed electrician. City permits are required.

### Bathroom Remodeling

- 19.40. Applications and plans must be completed and submitted as described in Section 19.3 above.
- 19.41. All modifications to plumbing and electrical infrastructure must be done by a licensed and qualified plumber or electrician. City permits are required.
- 19.42. Only copper pipes are permitted. PVC and galvanized pipes are prohibited.
- 19.43. Water shut off must be done in accordance with Section 19.37 above.
- 19.44. Drywall for tubs and showers must be moisture resistant. Wallboard substrates for tub and shower surrounds must be moisture and mold resistant, incorporate a waterproof barrier, and utilize proper flashing and appropriate sealants at critical joints to keep water from migrating into the wall. Only Type C materials such as fiber cement, fiber-reinforced gypsum, or other water-managed Type C materials evaluated by ICC-ES criteria and mold-resistant standards are allowed.
- 19.45. Management shall be notified 48 hours in advance if bath tubs or drains are removed or altered. The unit owner below must be notified by management of bathroom work above their unit and may request that their ceiling be shored. The unit owner will be liable for any damage to the unit below.
- 19.46. Recessed medicine cabinets are strictly prohibited in any bathroom where they are adjacent to an adjoining unit or to a common area corridor. This is City of Chicago code.
- 19.47. Shower fixtures must connect to an approved code-compliant mixer box.
- 19.48. Motion detecting dampers are required in all bathrooms. This is a City of Chicago code requirement.
- 19.49. Shower drains must be 2 inches in diameter. An engineering plumbing sketch demonstrating that new shower drains meet this requirement must be included with the Application.
- 19.50. Access panels for emergency water shut off must not be obstructed.

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## Washers and Dryers

- 19.51. Effective August 1, 2021, no washers and/or dryers may be installed, re-installed, or replaced in any unit without prior written approval by the Board of Directors or their designee.
- 19.52. All installations must conform to the criteria approved by the City of Chicago
- 19.53. All new installations and re-installations by Association contractors immediately following the 2021-22 domestic riser replacements will require unit owners to submit Unit Remodeling Applications. This will provide proper documentation of the installation, appliance information, House Rules, and compliance with City requirements, and approval by the Board of Directors or its designee. However, if work is completed by a contractor retained by the Association in connection with the riser replacement, information should be noted in the application, but insurance information need not be submitted on an individual unit basis. Installation of mandated plumbing and electrical work by other entities will require full information.
- 19.54. All work (materials and labor) required for installation of laundry equipment will be the financial responsibility of the unit owner. This includes additional plumbing work beyond the scope of the Domestic Riser project contracted by the Association. Permits are required for new installations.
- 19.55. Washers and Dryers may be installed in units subject to the following:
  - 19.55.1. Both washers and dryers must be connected, through double-connection Guy-Gray boxes, into sanitary drains in approved locations near bathrooms. Installations must be made only in specifically approved locations in each tier. (See Management Office for approved locations.)
  - 19.55.2. No new kitchen installations will be permitted.
- 19.56. Portable washers and dryers are prohibited.
- 19.57. Installations are expressly prohibited in the studio units (06 and 10) and one-bedroom units (04, 05, 07, 09 and 11). If adjacent units are combined, the feasibility of washer/dryer installation will be considered provided that the remodeling plan conforms to City requirements and House Rules.
- 19.58. Drawings must be submitted and are subject to approval by a licensed/qualified architect or plumbing engineer approved by the Association.
- 19.59. If at any time suds - drainage issues occur, the Association may limit the number of washers in any tier.

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- 19.60. All work performed in connection with laundry equipment, including modifications to existing plumbing, electrical, and/or other systems, must conform to City of Chicago-established codes and policies, the National Electrical Code, and all regulations of jurisdictional authorities at the time of the installation as well as House Rules.
- 19.61. Unit Remodeling Applications must be submitted and signed by the unit owners and contractors. Applications must include a diagram showing planned installation in an approved location along with specific manufacturers and specifications, and materials to be used as well as certification of contractor's insurance. Pipes must be the same size and type to which they will be connected.
- 19.62. The application must include the make, model, descriptions and specifications for all washers and dryers as well as printed manufacturers' specification sheets (obtained from the manufacturer's documents) No hand-written descriptions will be accepted.
- 19.63. A leak detection/shut-off system is recommended.
- 19.64. All plumbing work must be performed by a licensed plumber and must conform to the criteria approved by the City of Chicago. This includes connections of both washers and dryers through Guy-Gray boxes connected through a secured support elbow and through a vacuum breaker. Accessible water shut-off valves are required for washers.
- 19.65. All modifications to the electrical infrastructure within the building must be performed by a licensed electrician.
- 19.66. Only copper pipes or metal hose connections are permitted. PVC, plastic, and galvanized pipes of any kind are expressly prohibited.
- 19.67. Only appliances meeting the approval of the City of Chicago may be installed. (Non-compliant appliance models installed previously must be removed and replaced by compliant appliances.)
- 19.68. If washers and dryers were installed in kitchens before June 1, 2021, laundry appliances may be re-installed in the same location. However, such laundry appliances must be connected to the kitchen waste system through a wet-vent installation that conforms to the exact design approved by the City and provided by McGuire Engineers (or such other architect or engineer as designated by the Association). If such a re-installation is performed by other than Association-retained plumbers, the Association will require an inspection by an architect or engineer retained by the Association. The cost for this inspection will be charged to the unit owner. No deviation will be permitted. Non-compliance will require immediate remediation at the unit owner's cost. In such an event, the Association retains the right to disallow a kitchen installation. Appliances must meet City of Chicago approved criteria.
- 19.69. Vibration and sound suppression mats or flooring with a minimum thickness of 12mm must be placed under laundry appliances. It is recommended that laundry machines installed close to other stationary objects have rubber bumpers on side panels to further prevent noise and vibrations.

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- 19.70. Do-it-yourself installation of washers and dryers is expressly prohibited.
- 19.71. Washers must meet the following requirements:
- 19.71.1. Be energy efficient and meet maximum Energy Star water utilization requirements.
  - 19.71.2. Be electrically powered and use either 110 or 220 volt outlets.
- 19.72. Dryers must meet the following requirements:
- 19.72.1. Only ventless (condensing or heat pump) electrical dryers may be installed. (This is a City of Chicago-approved variant.)
  - 19.72.2. Dryer installation may be subject to confirmation of sufficient electrical capacity in any unit. This determination will be made on a unit-by-unit basis. There needs to be physical room for the breaker/fuse and sufficient wiring serving the panel. This needs to be determined and documented by a licensed electrician.
  - 19.72.3. If dryers are installed in an enclosed space, they must have sufficient air circulation through a louvered door.
  - 19.72.4. As with all unit remodeling, the Chief Engineer, Assistant Engineer or their designee will inspect the work during installation in order to ensure that work is being completed according to the Unit Remodeling Application and as described by the unit owner and contractor.
  - 19.72.5. The Association has the right to retain a consulting engineer to review and/or inspect work. This cost may be charged back to the unit owner.
- 19.73. Non-compliant or non-approved installations will be removed at the unit owner's expense. All corrective actions also will be at the unit owner's expense.
- 19.74. Subsequent replacement of laundry appliances must conform to City of Chicago-approved criteria and House Rules and must be approved by the Board of Directors or its designee. A unit-remodeling application must be completed and signed by the unit owner. Inspections by the Building Engineer or Assistant Engineer are mandatory.

### Inspections, Corrections or Removal of Non-Compliant or Non-Approved Work

- 19.75. As with all Unit remodeling, the Chief Engineer or Assistant Engineer or designee shall inspect work during installation and upon completion thereof in order to ensure that work is being completed in compliance with the Application and House Rules. This inspection is not tantamount to approving the quality of work certifying code compliance, and the unit owner is responsible for such compliance.
- 19.76. The unit owner will be responsible for any damage caused by the contractor to any other unit or common elements. The Association may levy a significant fine if the amount or type of damage so warrants in addition to assessing the cost of any such damage to the unit.

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- 19.77. The Association has the right to retain a consulting engineer to review plans and/or inspect work. Related costs may be charged back to the Unit Owner at the discretion of the Board.
- 19.78. Non-compliant or non-approved work shall be removed within three (3) business days upon written direction by the Board or its designee at the Unit Owner's expense.
- 19.79. Non-compliant conditions shall be abated as determined by the Board and at the Unit Owner's expense within a reasonable period of time not to exceed seven (7) business days. If the Unit Owner fails or refuses to timely abate the non-compliant work, the Association may require removal within three (3) days upon written direction by the Board or its designee at the Unit Owner's expense.
- 19.80. The Board may levy fines or seek judicial intervention to enforce removal of any non-compliant or non-approved work or non-compliant conditions. (Court costs and/or legal fees may be charged back to the Unit Owner).

### Telecommunication

- 20.1. The installation of satellite dishes, transmitters and/or antennas, other than Wi-Fi, on Association common elements or on limited common elements is strictly prohibited unless Management first grants written permission.
- 20.2. Computer modems, private & alarm monitoring and medical telemetry systems, all of which use conventional telephone lines or coaxial cable, are permitted.
- 20.3. Unit owners are prohibited from using telephone wiring, electrical wiring and cable wiring located on Association property for the purpose of transmitting digital signals, except as provided for by the company delivering services over those lines.
- 20.4. Any grant of permission to a unit owner under this rule by Management is conditional and may be revoked for cause by the Board at any time.

### Miscellaneous

#### Pets

- 21.1. Association By-Laws, Article V, Section 2, Animals states, "No animals shall be raised, bred or kept in any unit except for dogs, household cats and small birds owned as household pets by a unit owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others."

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- 21.2. All pets must be registered in the Management Office and evidence of inoculation and compliance with City ordinances must be presented. Since City licenses expire April 30 of each year, each pet owner shall present the renewal license no later than May 15, of each year.
- 21.3. Dog and cat owners will be required to complete and sign registration forms. Non-resident owners are required to sign pet registration forms together with their tenants who own dogs or cats.
- 21.4. As of September 2012, no new resident dogs will be allowed that weigh more than 30 pounds when fully grown. Residents who currently own dogs that exceed the weight limit may petition the board to replace those dogs with a similar breed in the future. New dog registration forms must include a veterinarian statement attesting that the dog is not expected to weigh more than 30 pounds at full maturity.
- 21.5. A limit of one dog will be permitted per household. A limit of two cats or two birds will be permitted per unit. All pets must reside in the household to which they are registered.
- 21.6. Visiting pets brought in to the building on a temporary basis, defined as a pet staying overnight but no more than 30 days, shall be registered with Management. Visiting pets must conform to all House Rules.
- 21.7. Guests bringing pets into the building are subject to the same rules as all other pets.
- 21.8. Unit owners shall be responsible for pet violations incurred by their tenants, agents, employees or guests.
- 21.9. Unit owners and tenants shall assume full responsibility for any personal injury, property damage, or continuous disturbances caused by their pets.
- 21.10. All pets are should be well trained and behave properly. Any pet displaying aggressive behavior, causing personal injury or deemed a nuisance by Management, shall be immediately muzzled when in any common area of the building, and that owner may be subject to a fine for each violation. Dogs who are anxious or playful should be held or be close to their owner on the elevator when other passengers are present.
- 21.11. Pets must be held on a short lead or in a fully enclosed pet carrier in all building common areas. Pets may never be left unattended in building common areas.
- 21.12. Only the north service door or pedestrian garage door is to be used in transporting pets in and out of the building. Except when confined in a pet carrier, no pet is permitted in the front entrance area, the mail area or the lobby. Pets are prohibited from the playroom, exercise room, valet shop, building office, hospitality room, laundry room, swimming pool area and the sun deck.
- 21.13. No pet is allowed on passenger elevators, except when the service elevator is out of service. Dogs who are anxious or playful should be held on elevators when other passengers are present.

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- 21.14. A cleaning fee shall be levied on any resident whose pet defecates or urinates on the property of the Condominium Association. This fee shall be assessed by Management and is shall be subject to the late fee policy of the Condominium Association including any additional legal fees.
- 21.15. Any resident who fails to comply with House Rules concerning pets may be assessed a fine after written notice and an opportunity for a hearing, and that fine shall be subject to the late fee policy of the Association; and further action may be taken at the discretion of the Board of Directors, up to and including eviction of the pet and/or tenant.

### Bicycles

- 22.1. All bicycles must be registered. Apply at the Management Office where tags will be issued for placement on registered bicycles.
- 22.2. Bicycles may be stored in resident's unit. However, bicycles must be transported to the ground floor and back to resident's unit only in the service elevator, except when it is reserved or out of service.
- 22.3. Bicycles may never be stored or parked in hallways or other common areas other than those designated for this purpose.
- 22.4. Bicycle owners who have assigned parking stalls may store their bikes in said stalls. They may ask the Management office to have a hook installed in the space if needed.
- 22.5. Residents, who store their bikes in the garage, must have a signed waiver on file in the Management office.
- 22.6. Bicycles may be stored in assigned racks located in the garage for this purpose. Management will issue the storage rack location.
- 22.7. Bikes stored in racks in the garage must be clean and standing upright. Each bike must have its own space in the rack.
- 22.8. Residents who violate these rules will be subject to removal of their bicycles, which will be donated to a charity. Before any bicycle is removed, the resident will be notified by posted notice (in the glass bulletin board located in the mail room) and will be given a specific time period to remedy the violation before the bicycle is removed. Unregistered or non-resident bicycles will be removed and donated after 6 months' notice.
- 22.9. The Condominium Association and Management are not responsible for loss or damage to bicycles.

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## Carts / Luggage Racks

- 23.1. Carts are stored in the basement and garage ground floor island for the use of all residents. Within 30 minutes after use, carts must be returned to the basement or garage ground floor island via the service elevator.
- 23.2. Carts are not to be left in the service elevator, or service elevator room, or common hallways. Carts shall not be removed from the premises.
- 23.3. A luggage rack and luggage cart are available from the doorman and must be returned to him via the service elevator immediately after use.
- 23.4. The service elevator must be used for luggage racks except when the service elevator is not available.
- 23.5. After being given one written communication regarding a violation of these rules, violators shall be liable for a fine and for each subsequent offense, and such fines will be subject to the late fee policy.

## Waste Disposal and Recycling

- 24.1. All garbage must be wrapped or placed in bags and must be pushed through the rubber flap in the garbage chute. Before leaving, residents must double-check that the bags have been pushed completely down the chute and that the rubber flap is back to the original position. Items which represent fire hazards or would interfere with the operation of the compactor such as mop or broom handles, hangers, flammable materials, sharp and oversized objects, should be placed on the floor near the chute, and the Management Office or doorman should be notified for pick-up.
- 24.2. Garbage and other waste materials must not be placed in a way that would block access to the chute or would block either the elevator or entry door.
- 24.3. Residents shall comply with all posted recycling policies.
- 24.4. All recycling boxes must be flattened and then kept in the recycling boxes in the chute room. For large-sized packages, follow rules on posted recycling policies.
- 24.5. Any resident who continues to improperly dispose of trash or recycling materials in the chute room after being given one written communication regarding proper placement of trash in the chute shall be assessed a cleaning fee for each subsequent offense and such fee shall be subject to the late fee policy. In the event that the resident is a tenant, the owner's account will be charged accordingly.

# 2626 Lakeview Condominium Association

## Personal Property

- 25.1 Residents are responsible for their own personal property both in their respective units and in any common area. Residents are advised to insure their own personal property.

## Rollerblades, Skates, Skateboards, etc.

- 26.1. Rollerblades/skates/skateboards, etc. may not be used in any common areas.

## Waterbeds

- 27.1. Unconventional beds, including but not limited to, waterbeds and gel beds are prohibited.

## Unit Owner Responsibility

### Assessments / Fees

- 28.1. Late charges will be assessed on accounts which have unpaid balances as of the 15th of any month. To accommodate individual circumstances, each unit owner will have the first offense waived. Late charges shall not apply to any unpaid balance of less than \$25 until such balance remains unpaid for sixty days. To avoid late charges, we encourage unit owners to register with SNAPP, our direct debit payment program.
- 28.2. Partial payments will be credited first against any outstanding late charges; next to any open balances from the prior months; then to the current month's user charges and lastly to the current month's assessment. Thus, any unpaid amount will be deemed to be unpaid assessment and a late charge will be levied against the account each month such unpaid balance continues. User charges include, but are not limited to, garage, exercise room fees, Lakeview room fees, pool fees, maintenance charges and transfer fees.
- 28.3. Any 30-day demand for Notice of Possession served for non-payment of funds due the Association will contain instruction that all payments made to the Association be made directly to the Association's attorney whose name appears on said notice. Do not remit to the Association lock-box. Should any payments nevertheless be made to the lock-box, such payments shall not negate the notice, and partial payment shall not negate the demand. Payment in full must be made only by certified check, cashier's check, or money order.

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- 28.4. See Table 1 for a summary of the policy for the maintenance and repair of equipment and facilities of the building, subdivided into six payment classes (1 to 6). The items below are only meant to be a summary of maintenance, repair and replacement obligations and are not intended to supersede the provisions of the Declaration, By-Laws or the Act. This Section is mainly meant to provide a guideline for Unit Owners of the maintenance, repair and replacement responsibilities between Unit Owners and the Association. The Declaration, By-Laws and the Act shall prevail in the event any inconsistency appears to exist between this section and the Declaration, By-Laws and the Act.
- 28.5. All labor for maintenance shall be charged for the first 30-minutes at a one-half hourly rate, which charges shall begin with the first minute for the first 30 minutes. All service calls are to be ordered by the unit owner and all bills for service are chargeable to the unit owner. Labor charges will be billed to unit owners as per fee schedule shown in Table 1. The following exceptions will be at the expense of the Association: 1) convector unit filter replacement once annually, 2) routine exterminating service, 3) flush valve repair. Floor covering, wall covering, fixtures, appliances and cabinets are unit owned, unit maintained and paid by the unit owner.
- 28.6. Unit owners and their respective tenants are responsible for maintaining their respective units in a clean, sanitary, safe and attractive condition; and for disposing of all trash, garbage and other waste in a clean and sanitary manner. Pest fees, maid or janitorial service or other expenses necessary to maintain the unit or to repair or replace any damage resulting from any such condition or infestation, together with court costs, attorney fees and other costs of enforcement and eviction with interest thereon at the prevailing legal rate are the responsibility of the owner. The costs of such corrective action and enforcement shall be collectible by the Board from the unit owner and subject to a lien for all costs to the fullest extent.
- 28.7. In the event that a unit owner's delinquency requires referral to an attorney for collection, all collection and legal fees incurred shall be charged to said unit. In the event the demand is not paid within the thirty (30) day period, the unit owner shall be responsible for all additional legal fees and be subject to the late fee policy.
- 28.8. Unit owners are responsible for, and shall be billed for all charges, fees and fines, and any other debts due the Association that are incurred by their tenants, including but not limited to garage, hospitality room, pool, and maintenance charges.

# 2626 Lakeview Condominium Association

## Mandatory Insurance

- 29.1. All unit owners and/or their tenants, if applicable, shall comply with the Illinois Condominium Property Act, Section 12, Insurance, which authorizes the Board of Directors to require owners and/or their tenants, if applicable, to provide management with a Certificate of Liability Insurance. Certificates shall be provided for any subsequent renewals or replacements. Unit coverage shall be in an amount no less than \$300,000.
  - 29.1.1. This insurance shall cover personal liability and compensatory (but not consequential) damages to another unit, caused by the negligence of the unit owner, his or her guest, residents, or invitees, regardless of any negligence originating from the unit. The personal liability of a unit owner must include the deductible of the owner whose unit was damaged, and any damage not covered by insurance required by this paragraph, as well as the decorating, painting, wall and flooring coverings, trim, appliances, equipment and other furnishings.
  - 29.1.2. The personal liability insurance of a unit owner must include the deductible of the Association for common element damages.
  - 29.1.3. All Unit-to-Unit damage claims shall be disputed and handled between Unit Owners and their respective insurance companies and/or legal counsel. If the Unit Owner who is responsible for damages does not have any current insurance policy with coverage as described above, the Association will pay for the repairs to the Common Elements and chargeback said Unit Owner for all costs involved. Subject to notice and an opportunity for a hearing, a violation fine will be assessed against said Unit Owner for his/her failure to carry proper insurance.
  - 29.1.4. Failure by a unit owner to provide the required proof of insurance, or any renewal thereof after policy expiration shall result in a fine for each and every month after such expiration until the required proof of insurance is submitted.

## Resident Flooding

- 30.1. When flooding occurs due to conduct of the resident or their invitee, requiring the assistance of the Association's maintenance staff, the owner of the unit from where the flooding occurred shall be liable to the Association for any time and/or material rendered or supplied by such assistance. This is in addition to any liability owed to any unit owners who may have sustained flood damage in their units.
- 30.2. Repeat occurrences of flooding may result in a warning, and/or a fine to cover the Association's flood cleanup expenses.

# 2626 Lakeview Condominium Association

## Egregious Behavior

- 31.1. In order to sustain the wellbeing of the 2626 Lakeview community, every reasonable effort will be made to safeguard its residents from the nuisance, annoyance or harm that could result from the egregious, noxious, offensive, extreme or otherwise unacceptable misconduct on the part of an Owner, the Owner's family members, or the Owner's guests; and/or the Owner's tenants, the tenants' family members, or the tenants' guests. Such misconduct may subject an Owner to legal action, including but not limited to, fines and a lawsuit. Examples of egregious behavior include but are not limited to: unapproved moves; excessive noise levels (day or night); continuous barking by animals not remediated by the animal owner; smoking of any substance (whether prescribed or not prescribed) in a non-approved area of the building; foul-smelling odors emanating from a unit or emanating from a person in the common areas; and other matters not explicitly covered.
- 31.2. A significant fine may be levied whenever such misconduct occurs. The precise amount of the fine to be levied in each such case is to reflect the severity of the individual offense, as determined by the Association's Board of Directors. The Owner will also be liable for the additional costs incurred in order to repair the damage caused by the misconduct.
- 31.3. Fines are imposed by a vote of the Board of Directors at an open meeting after first giving the Owner, alleged to be responsible, notice of the offense and an opportunity for a hearing. The hearing may be held in a closed session of the Board of Directors.
- 31.4. All fines assessed will be added to the Owner's monthly statement of charges. The owner will be held responsible for the payment of all fines, whether the Owner, the Owner's tenant, or a family member or guest of the Owner or the tenant committed the offense in question.

## Governance

### Elections and Voting

- 32.1. Voting at all future unit owner meetings shall be by ballot or absentee ballot. The use of proxy ballots is not permitted.
- 32.2. An owner may vote in person by casting a ballot or sending the ballot to the Association by mail or personal delivery.
- 32.3. Notice of the annual meeting must be given to the owners ten (10) to thirty (30) days before the election.

## 2626 Lakeview Condominium Association

- 32.4. Owners must be given twenty-one (21) days to submit their name for election so that the Board may include the candidate's name on the ballot. This deadline must also be no more than seven (7) days before actual ballots are mailed to the owners.
- 32.5. The Association must mail the ballots with the announced candidates to the owners. The ballot must include the names of all the announced candidates but must also provide that the owner may cast votes in a write-in form for persons whose names do not appear on the ballot.
- 32.6. The instructions to the owner should state that the Association must receive ballots before voting is closed on the night of the election.
- 32.7. An owner who submits an absentee ballot by mail or delivery may instead appear at the annual meeting and vote in person. In that case, the ballot he or she previously cast will be void.
- 32.8. Vacancies on the Board occurring at the Annual Meeting shall be filled by the candidates receiving the greatest number of votes. Each Owner of a unit is eligible to cast a vote, however, only one ballot per unit may be cast. Each Unit's share of ownership will determine the numerical value assigned to its vote. The highest vote-getter shall receive the longest term, in decreasing order.
- 32.9. In the event of vacancies between Annual Meetings, seats may be filled by a 2/3 vote of the remaining Board members. Appointed directors serve until the next Annual Meeting. The appointed director serves until the next Annual Meeting.

### Commissions / Committees / Task Forces

- 33.1. Chairs of all Commissions shall be appointed annually by the newly elected President of the Board of Directors and shall serve at the will of the Board of Directors.
- 33.2. Except for members appointed by the Board President, Commissions/ Committees/ Task Forces are permitted to appoint their own members and merely report appointments to the Board, with the exception of the Election Commission, who shall be appointed by the Board.
- 33.3. Commissions shall report to the Board, with the exception of the Election Commission, and may make recommendations to the Board, but do not bind the Board. The Election Commission reports to the Association at the Annual Meeting.

## 2626 Lakeview Condominium Association

**Table 1** Maintenance/repair of equipment and facilities of the building

Class	Facility	Maintained By	Paid By
1	Common Element	Association	Association
2	Limited Common Element	Association	Association
3	Limited Common Element	Association	Unit Owner
4	Unit	Association	Association
5	Unit	Association	Unit Owner
6	Unit	Unit Owner	Unit Owner

	Maintenance					
	1	2	3	4	5	6
Item- Paid By	Assoc.	Assoc.	Unit Owner	Assoc.	Unit Owner	Unit Owner
Ceilings	X					
Ceiling surface						X
Drain lines serving many units		X				
Drain lines serving one unit *					X	
Electrical outlets and light switch *						X
Electrical wiring in unit						X
Entrance door						
Exterior		X				
Interior						X
Hardware *					X	
Threshold and surface				X		
Exhaust system ductwork	X					
Floors						
Concrete	X					
Surface						X
Fuse box/fuses/circuit breakers *					X	
Heating A/C unit *						X
Heating A/C filters				X		
Thermostats *					X	
Walls						
Perimeter	X					
Interior						X
Water faucets *						X
Toilets *						X
Water lines						
Through shut-off valve	X					
Beyond shut-off valve					X	
Windows						
Glass and frames						X
Hardware *					X	
Exterior caulking	X					
Screens *						X

\*If requested by unit owner

## **2022-2023 Fiscal Year Fee Schedule**

Unless otherwise noted, all below fees should be made payable to “2626 Lakeview Condominium Association.” All fees shall be assessed by Management and shall be subject to the late fee policy of the Condominium Association, including any additional legal fees.

### ***Elevators***

- Afternoon Move-In or Move-Out: A security deposit of \$400 in the form of four (4) \$100 checks.

### ***Storage Area***

- Any resident who uses an unassigned storage locker shall be liable for a fine plus a per-day storage fee of \$75/day if belongings are not removed during the seven-day notification period.

### ***Lakeview Room***

- Reservation Fee: \$150 per day
- Refundable Deposit: \$200

### ***Exercise Room***

- Annual Membership Fee (October 1 – September 30): \$125
- Half-Year Membership Fee (April 1 – September 30): \$62.50

### ***Pool***

- Adult Season Membership Fee: \$175
- Child Season Membership Fee: \$70
- Family Season Membership Fee: \$385
- Helper Season Membership Fee: \$75
- Daily Resident Fee: \$10
- Daily Guest Fee: \$10

## ***Parking***

- ✓ Monthly Parking Fee for 1<sup>st</sup> Car (assigned space or valet): \$170
- ✓ Monthly Parking Fee for 2<sup>nd</sup> Car (2<sup>nd</sup> car must be valet parked): \$190
- ✓ If an assigned space is offered to a valet parked vehicle, and the vehicle owner chooses not to accept, then the monthly parking fee will increase \$20.
- ✓ Guest Parking Fee (paid to garage attendants): \$10 for every 12 hours
- ✓ Guest Parking Coupon (purchased from Management Office): \$8 for every 12 hours
- ✓ Failure to leave car key for garage attendants: \$50 and/or towing fee
- ✓ Vehicle leaking oil or fluids, unresolved after 30-day notice: \$50 for every unresolved 30-day period
- ✓ Quick battery jump assistance: No charge
- ✓ Full battery charge assistance: \$15

## ***Renovations/Unit Remodeling***

- ✓ Use of common elements in the combination of two units: One-time fee of \$1,000

## ***Pets***

- ✓ Cleaning Fee: \$25

## ***Waste Disposal***

- ✓ Cleaning Fee: \$25

## ***Labor Charges***

- ✓ \$15 for the first half-hour of a requested service call, and \$20 for the second half-hour.
- ✓ Any additional time is charged at \$35 per hour, billed in half-hour increments.
- ✓ Residents will be billed for all material used.
- ✓ There is a \$10 lock-out fee when staff is requested to provide access to a unit for a resident or their guest.
- ✓ There is a \$30 escort fee when staff is requested to accompany a vendor and/or delivery person to a unit for a service call.