

ELIOT HOUSE
RULES AND
REGULATIONS

REVISED SEPTEMBER 2015

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SECTION I

MONTHLY ASSESSMENTS, LEASING OF UNITS & MOVING PROCEDURES

A. MONTHLY ASSESSMENT

1. Condominium Association assessments are due and payable on the first day of the month. Payments are delinquent if not received by the tenth of the month. Any late payments for assessments and/or services are subject to a late charge. The amount of that late charge is set by the Board of Directors, pursuant to Section XI of these rules. Late fees become the property of the Eliot House Condominium Association.

Mailing Payment:

Assessments paid by mail must include your monthly coupon or statement. Checks must be made payable to “Eliot House Condominium Association” and mailed to the bank lockbox address indicated on the unit owner’s statement/coupon. In the memo section of your check, please record your unit number and account number.

Direct Debit:

You can obtain a Direct Debit form from the Eliot House Management Office or Eliot House Website which will enable direct debit each month for assessment payment. Do not send or deliver your payment to the Management Office or the Managing Agent’s office. Any payments received will be returned to you without exception.

Electronic Payment:

Electronic payment of assessments is a convenience offered through many private banks and third party bill pay administrators. When remitting electronic payments, your name, unit number, and account number must appear on each electronic check and/or electronic transmission of payment.

2. If fees have not been paid by the 15th of the month, Eliot House Management will contact the Association’s attorney to send the owner a Notice of Default. The Eliot House Board of Directors has the right to take whatever legal action it deems necessary to collect delinquent accounts, including foreclosure proceedings and acquiring possession of the unit by forcible entry and detainer action.
3. When assessments and/or garage parking fees are more than 30-days delinquent, parking privileges will be reviewed by the Board of Directors for suspension. The Board of Directors reserves the right to deactivate garage door transponders until all assessments and parking fees are paid in full. Vehicles of residents delinquent in their garage rent may be towed.

B. SELLING OF UNITS

1. Owner selling a unit is required to submit a copy of the signed contract to the Management Office.
2. Prior to the issuance of the Paid Assessment Letter and 22.1 Disclosure Form, payment must be received. See Section XI for fees.
3. Purchaser is required to complete and return all required move-in forms to the Management Office.
4. Purchaser is required to maintain Homeowner's Liability Insurance at all times and submit the Certificate of Insurance ("COI") by January 15th of each year. Owners are responsible for providing proof of insurance upon request.
5. Purchaser is required to submit either Title Deed OR copy of the Settlement Statement (RESPA/HUD) within five (5) working days of the closing.

C. LEASING OF UNITS

1. All unit owners who lease their condominium must provide the Eliot House Management Office with a copy of the lease agreement between the unit owner and the lessee. Such leases must include or have attached the name(s) of the lessee, unit number, residential; telephone number(s), move-in date and term of lease. The lease shall also contain a clause which states that tenants shall comply with the provisions of the Eliot House Rules and Regulations, Bylaws, and Declaration.
2. The unit owner must advise the lessee that he/she is subject to the provisions of the Eliot House Rules and Regulations, Bylaws, and Declaration.
3. The lease and other completed move-in forms must be provided to the Eliot House Management Office ten (10) days prior to the move-in date.
4. Before the lessee moves in, the unit owner must provide the lessee with a key fob, a mailbox key, a unit key and a copy of the Rules and Regulations of the Eliot House Condominium Association.
5. Lease renewals must be submitted to the Management Office before the effective date of the lease period.

D. MOVING PROCEDURES

1. Scheduling the Move

All move-ins must be scheduled through the Eliot House Management Office and must be preceded by a move-in conference at which time new residents receive an orientation of the building, rules and procedures handbook, the necessary paperwork for garage parking, authorized storage lockers, assigned bicycle space, building directory listing, mail and package delivery, etc. It is suggested that this move-in conference be scheduled and

completed as far in advance as possible. A move-in time slot is not allocated or confirmed until the move-in fee has been paid in full. See Section XI for fees. All move-outs must be similarly scheduled with the Eliot House Management Office well in advance to avoid elevator-use conflicts.

2. Fees (See Section XI)

Each new resident will be charged a non-refundable move-in fee. The fee covers the following miscellaneous costs:

- a. Placing protective covering on the passenger elevators
- b. Necessary labor to place and remove protective floor covering
- c. Locking off the freight elevator during the move-in period
- d. Adding the resident's name to the building directories
- e. The ability to receive parking at the current resident rate
- f. Assignment of a storage locker
- g. The ability to obtain a bicycle space, when available
- h. The ability to receive mail and packages.

A separate (refundable) check is required for a move-in or move-out to cover any damage that may occur during the move. This check will be held until the move is complete. The Building Engineer will perform an inspection with the resident prior to the start and then again when the move is finished to determine if any damage has occurred. If everything is okay, the check will be immediately returned to the resident.

Upon move-out, a personal check must be presented prior to reserving the elevator.

Should damage occur, the resident will be advised of the repair charges and then Eliot House must receive a check for that amount, which will be deposited. Upon the funds clearing, the initial check will be returned immediately. If the check does not clear, the unit owner's assessment will be billed accordingly.

3. Hours of Move

No move-ins and/or move-outs are permitted before 9:00am or after 5:00pm Monday through Friday or before 9:00am or after 1:00pm on Saturday. Deliveries will be permitted on Saturdays between the hours of 9:00am and 1:00pm provided the service elevator has been properly reserved through the Management Office. Moving is not permitted on Sundays or national holidays.

4. Furniture and boxes are not permitted to be left in the corridors of the building at any time while the move or delivery is in progress as it obstructs the common elements.

5. Access

All moves must be done using the South entrance and the service elevator. The loading dock on the South side of the building should be used. Please notify the Eliot House Management Office which vehicles are associated with your move so they will not be towed at your expense. At no time are vehicles allowed to park and load or unload in the Eliot House front driveway.

E. INSURANCE

1. All unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit or the common elements caused by the negligence of said unit owner and/or their guests, residents or invitees, regardless of any negligence or damages originating from the unit. Insurance liability of at least \$500,000 is required. Owners must submit the Certificate of Insurance (“COI”) by January 15th of each year and upon request of Management. The personal liability of a Unit Owner must include the deductible of the owner whose Unit was damaged as well as decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings.

SECTION II

EMERGENCY AND SECURITY PROCEDURES

A. LIFE THREATENING EMERGENCIES

1. **Call 911.**
2. Notify the Eliot House Doorman at **312-440-3679.**
3. Unlock your door for access by emergency personnel.

B. FIRE

All units, by Chicago ordinance, must have a smoke detector installed and checked regularly to insure working order. If a fire occurs in your unit or you see or smell smoke near your unit:

1. **Call 911** – Tell the Fire Department the street address and the floor and unit number.
2. Notify the Eliot House Doorman at **312-440-3679.**
3. Refer to the City of Chicago Fire Department Evacuation Plan, which is distributed to residents and available on the Eliot House website. Should you require another copy, please contact the Eliot House Management Office.

C. AFTER OFFICE HOURS/WEEKEND EMERGENCIES/ELEVATORS

1. In case of an after Management Office hour's lockout, if a Maintenance person is on duty, the Doorman will alert the Maintenance person who will retrieve your key from the Management Office. If the lockout is after hours, the on call Maintenance person will be called and if available will retrieve your key. A non-refundable lockout fee will be charged. See Section XI for fees. If you are an owner, your assessments will be billed. If you are a renter, you must pay the Maintenance person in cash or by check (which he will forward to management) upon completion of service. If you do have to call a locksmith, the Doorman has the telephone number of a locksmith you may call.
2. For other emergencies, contact the Doorman and explain the emergency and request assistance.
3. The Doorman will also serve as liaison to the Maintenance Staff in cases of lock-out or emergency maintenance problems.
4. Keys dropped into the elevator shaft must be retrieved by elevator contract maintenance staff **ONLY** (per contract & liability insurance). The resident will be billed directly for time used by the elevator firm.

D. BUILDING ENTRANCE PROCEDURES

1. Non-residents entering through the lobby must sign in with the Doorman.
2. All guests entering through the south entrance and garage must telephone the resident via the telephone intercom for admission to the building. After answering the telephone, the resident must press 6 on their telephone to activate entry for guests.
3. Do not allow entry into your unit of anyone purporting to be from a service/utility company unless you have initiated the call for service. Immediately report such unauthorized individuals to the Management Office or, if after hours, to the Doorman.
4. The only way to enter the building other than through the main lobby is with your key fob. If you do not have your key fob, proceed to the front lobby for admission by the Doorman.
5. At the front entrance, a Doorman is on duty 24 hours a day. The primary function of the Doorman is to provide "access control." Any resident may request assistance in entering or leaving the building.

E. KEY

1. For safety and security measures, all Unit Owners and residents must provide the management office with a set of keys for each unit, which are coded and kept under lock and key. This set of keys is necessary for both emergency access to a unit and to assist with lockouts. If a resident refuses to leave a set of keys to their unit with the Management Office, the resident will have to accept full responsibility for any damages as well as costs incurred should a forced entry to the resident's unit be necessary. The resident will also be responsible for any costs incurred as a result of damage to neighboring units or common areas caused by the inability to enter the unit and/or delay of access to the unit.
2. It is the resident's responsibility to notify the Management Office in writing, by email or via fax that outsiders (such as contractors, cleaning people, etc.) be permitted entry to their unit using the resident's duplicate unit keys. No entry may occur prior to 9:00 am Monday through Friday or 10:00 am on Saturday. If entry is needed over the weekend, provide the Doorman with written notification on the Permission to Enter Form and leave a unit key in an envelope with the Doorman. If Management or the Doorman is not so notified in advance, access will be denied. For extenuating or emergency circumstances, contact the Management Office at 312-440-3654 for procedural instructions.
3. **Keys Left with the Doorman**
The resident is required to execute a Permission to Enter Form, providing the name of the guest and the date that they need access to the unit and leave it with the doorman. Additionally, the resident should leave a set of keys with the Doorman in an envelope. Keys cannot be left with the doorman without completing the required form. A blanket waiver can be signed allowing things to be left at the front desk. Take notice that you are at your own risk if you choose to leave keys or things at the doorman's station and the Association assumes no liability for keys or items left by the resident.

F. SURVEILLANCE CAMERAS/INTERCOMS

1. Surveillance cameras exist throughout various areas of the property.
2. Residents can view some of the surveillance cameras on channel 196. Do not let strangers enter the building behind you. Call the doorman to alert the police if this should happen.
3. Telephone intercoms exist at some entrances to the building from which guests or others can call to reach residents. Press 6 on your phone to buzz your guest in. Residents are also able to check the security camera to verify the person dialing their unit. It is important to take this precaution even when you are expecting visitors. Please be reminded to observe the basic rules to ensure effective protection for everyone.

SECTION III

DELIVERIES AND PACKAGES

A. DELIVERIES

1. No furniture or large objects are to be brought through the lobby at any time. All furniture and large objects must be delivered through the service entrance. For large items that the package room cannot accommodate arrangements must be made by the resident or an appointed delegate to allow delivery personnel to enter the unit.
2. The service elevator must be reserved for large item deliveries at approved times and through the Management Office. Your unit front door threshold must be protected against damage from heavy appliances or furniture. Any damage will be charged to the unit. Check with the Maintenance Office on all large deliveries.
3. Trade persons delivering articles, including but not limited to groceries or rendering service to residents, are required to use the service entrance and the service elevator at all times.
4. There are no restrictions on the delivery of restaurant food orders and emergency items through the lobby. There may be some restrictions on particular restaurants due to abuse of delivery privileges. All vendors will be asked to sign in and sign out at the Doorman's station. Doormen will advise delivery people that no menus may be placed under residents' doors.
5. Perishable items delivered, i.e., flowers, fruit baskets, etc. will be accepted by the Doorman who will notify the resident. The Association is not responsible for these items.

B. PACKAGES

1. Packages not retrieved within 10 business days will be returned to the source that sent them, at the resident's expense, unless special arrangements have been made. A final notice will be given to the resident prior to the return of the item(s).
2. Packages and parcels will not be accepted unless the person is a registered resident of the building.

SECTION IV

COMMON AREA RULES AND CONDUCT

(Common Areas Include: Lobby, Hallways, Laundry Room, Stairwells, Elevators, Storage Areas, Garage, Bike Room, Threshold and Unit Door)

A. DRESS CODE

1. Proper attire, including shirt and shoes, is required in all common areas. Sleepwear, bathrobes and swimwear should not be worn in the common areas. When traveling to and from the pool, a cover-up and shoes are required.
2. Under no circumstances is the wearing of roller blades permitted in a common area. Please follow the rules and put them on outside the building and remove them before entering the building.

B. GENERAL RULES FOR COMMON AREAS

1. Common areas shall not be obstructed or be used for exercise, children's play, or for any purpose other than ingress and egress to and from corridors, the building, or other units.
2. No person may ride a bicycle, tricycle or other vehicle in any of the common elements of the building.
3. All unit entrance doors must be kept closed at all times for the privacy of other unit owners. Entrance doors may not be left partially open for ventilation.
4. No eating, smoking or loitering is allowed in the common areas or within 15 feet of any building entrance.
5. Excessive use of any common element electrical outlet (i.e., hallways, laundry room, lobby, garage, and storage room) is not permitted.
6. Parkers may use the electrical outlets in the garage and bike room. There must be no obstructions in aisles/areas. Care should be taken by users to observe all safety precautions to avoid an accident to themselves or others. Violations will be reported to management.

C. SIGNS

1. No sign, signal, illuminations or any other equipment may be exhibited, affixed or exposed on any part of the outside of the owner's door or door knobs except for religious holiday and seasonal unit door decorations. Please advise the Eliot House Property Manager if this occurs.
2. No signs other than those provided by Management may be posted in the common areas. Resident advertisements can be posted on the laundry room bulletin board by Management.

D. ADVERTISEMENTS

1. Advertisements, signs, solicitations or notices relating to the individual sale of personal items, services or the sale/rental of a Sandburg Village unit by any resident may be publicly displayed on the laundry room bulletin board by Management with its approval. No signs or posters may be posted on the grounds of the Eliot House, in elevators, or in any area of the common elements. Advertisements promoting businesses are not permitted.

E. ELEVATORS

1. Residents may not call both the passenger elevators and the service elevator at the same time as this causes undue delay.
2. With exceptions (see sections regarding move-in/move-out and transport of pets), the passenger elevators are for the transportation of passengers only.
3. The service elevator must be used to transport passengers with pets, laundry, grocery carts, bicycles or strollers and is the only elevator with access to the garage. In the event the service elevator is being used for a move or is not working, the passenger elevators may be used.

F. STORAGE LOCKER AREA

1. Each owner shall be entitled to one storage locker in the locker room of the building.
2. Each locker shall be identified by its corresponding unit number.
3. Lockers not properly occupied may be opened by authorized personnel of the Management Office.
4. All stored material must be inside the lockers. Therefore, bicycles, strollers or similar items may not be left outside/on top of assigned lockers.
5. Discarded objects must be removed by residents directly to the first floor trash room or outside dumpster depending on the object's size.
6. No liability for theft or vandalism to a locker or its contents shall be borne by the Eliot House Condominium Association or its agents.
7. No one may preempt the use of an empty locker without the permission of the resident to whom the locker has been assigned. The Eliot House Management Office must be notified in writing of any such changes.
8. If a locker is occupied illegally, upon request of the resident to whom it has been assigned, Eliot House Management will have the lock cut off and the locker emptied.

9. Anything left in aisles, corners or anywhere outside of assigned lockers will be removed by Eliot House Management.
10. Storing flammables or illegal materials/substances as defined by the City of Chicago Fire Code or state and local statute is prohibited.
11. Access to the storage room is by key fob.

G. LAUNDRY ROOM

1. The laundry room is open 24 hours a day and is available only to Eliot House residents, their housekeepers and their guests.
2. Fabric must not be dyed or tinted in the washing machines. The laundry tub is to be used for this purpose and should be thoroughly cleaned after each use.
3. Cycle times for washers and dryers are posted on the machines.
4. Laundry unclaimed from washers/dryers in a timely fashion may be placed by other users on the folding table.
5. Neither the Management Company, Board of Directors nor The Eliot House Condominium Association are responsible for loss, theft or damage to personal property left in the laundry room.
6. Access to the laundry room is by key fob.
7. Eliot House laundry carts are to be kept in the laundry room and are not for personal use outside the laundry room.
8. A “Lost and Found” box has been placed in the laundry room and may be checked by residents.
9. Reusable laundry debit cards can be purchased at the VTM machine in the laundry room. See Section XI for fees.
10. The Value Transfer Machine (VTM) in the laundry room will accept five, ten, and twenty dollar bills to add value to the card. Management recommends that you do not put more than fifty dollars on your card at any time in case you lose the card. No refunds will be given for lost cards.

H. MAIN ENTRANCE CIRCULAR DRIVEWAY

1. This area is to be used for passenger pick-up, drop-off, quick deliveries and emergencies only.
2. No obstruction of the driveway is allowed.

I. SOUTH ENTRANCE LOADING DOCK AREA

1. The south entrance loading dock area provides the only access for refuse trucks to reach the dumpsters. It is also the designated area for deliveries or pick-ups of large objects and move-in/move-out vehicles. Therefore, no personal car parking is permitted in this area.
2. Any illegally parked cars in the loading dock area will be towed at the owner's expense.

J. BICYCLES, MOTORCYCLES, CARRIAGES, CARTS

1. No strollers, shopping carts, bicycles, tricycles, etc. shall be left in any common areas for extended periods of time. Bicycles and tricycles are not permitted in the lobby at any time. Bicycles may be stored in your unit, in the bike room or in your personal locker in the storage room area.
2. The Eliot House Condominium Association will not be responsible for loss, theft or damage to any item of personal property placed or stored in common areas.
3. Aforementioned items must be taken upstairs and downstairs in the service elevator unless it is unavailable, in which case the passenger elevators may be used.
4. Bicycle spaces will be assigned by Management upon availability. A sticker will be issued indicating the assigned space. The sticker must be affixed to the bicycle by the owner of the bicycle. This policy also covers motorcycles. All bicycles not in compliance with said rules will be removed from the bicycle room.
5. Shopping carts and a valet cart are available to residents for in-house use only. These carts are located in the garage. Under no circumstances are these carts to be left standing in the hallways or in an individual unit. All carts must immediately be returned to the garage following use. Those holding onto carts for extended periods of time should be reported to the Eliot House Management Office or Doorman, and in turn, may be subject to fines.
6. A convertible dolly is available to residents on a first-come, first-served basis during Management Office hours only. The Management Office requires a driver's license or credit card to hold until the dolly is returned.

SECTION V

GARAGE/PARKING RULES

A. LEASING A PARKING SPACE

1. The Eliot House Condominium garage is an automated self-park facility. If you wish to register for monthly parking, contact Eliot House Management for availability.
2. Residents may apply for a parking space. Each unit is limited to two automobiles per unit. As capacity allows, it will be at Management's discretion to assign available spaces.
3. If an owner is leasing their unit and their renter is interested in leasing a parking space from the Association, then the following rules will apply:
 - a. The unit owner must issue authorization in writing to Management prior to a lease agreement being executed with their tenant. The monthly parking fee will be billed directly to the unit owner's account. Unit owners will be held responsible for all unpaid balances for parking fees/charges owed to the Association by their tenant.
4. Management must receive a 30-day written notice of cancellation prior to cancelling the parking lease agreement. Cancellation will be accepted only for the last day of each month (the last month will not be prorated for a partial month). If said cancellation notice is not given by the resident, an additional month's parking fee will be billed to the owner's account.
5. Management will assign an available parking space to each owner or their tenant provided the parking lease agreement and all fees due are paid to the Association at the time of registration.
6. If there are no available parking spaces, a waiting list will be maintained by Management. When openings become available for assignment, those on the waiting list will be notified of availability.
7. Upon completion of the parking lease agreement and vehicle registration a transponder and decal sticker will be issued for your vehicle.
8. Terms of the lease agreement must be observed at all times. Violations of the Association's parking lease agreement or Rules Manual and Policies will result in fines and/or revoked parking privileges for which your transponder will be disabled.

B. PARKING PROCEDURES

1. Boats, vans, trailers, trucks and oversized vehicles are to not be parked in the garage.

2. Only the registered vehicle is permitted to park in the space assigned by Management. Parking spaces cannot be assigned to anyone else at any time. Violators will be towed and all towing costs will be at the vehicle owner's expense.
3. Residents in possession of a rental or temporary vehicle must immediately register the vehicle with Management. If the Management office is closed, notify the doorman on duty. The Association, Board, Management Company and their employees shall not be responsible for any damage to or theft of automobiles or anything left therein nor shall they be liable for any injuries, accidents or losses resulting from use of the garage.
4. Cars must be backed into parking spaces unless otherwise permitted by Management.
5. Illegally or improperly parked vehicles or vehicles parked in another parker's assigned space will be towed at the owner's expense.
6. Parkers must obey all posted signage. Speeding is not permitted in the garage.
7. No items other than the vehicle can be stored in an assigned parking space.
8. Vehicles must be in working condition and display valid license plates and City or municipal sticker. Any vehicle displaying signs of abandonment (i.e., flat tires, broken windows, accumulation of dirt/dust on vehicles) or leaking oil, transmission fluid, antifreeze, etc. must be immediately removed from the garage and repaired before it can be returned to the parking garage. Proof of repairs must also be submitted to Management.
9. You must use your transponder to enter and exit the garage. Non-functioning transponders should be reported to Management. You must allow for enough time for your transponder to be read by the equipment. Transponders should be properly mounted on the windshield of the vehicle.
10. Do not follow another vehicle closely into or out of the garage ("piggybacking"). Doing so voids the functionality of your transponder. Your transponder will not work when entering or exiting the garage if you do not follow proper procedures.
11. Transponders are to be returned upon termination of the Parking Agreement.

C. PROPER DISPLAY OF PARKING DECAL/STICKER

1. All parking decals issued by Management must be firmly affixed to the lower right hand corner of your vehicle's front windshield.
2. Vehicles that do not display the required decal may be towed at the owner's expense.

D. PERMANENT MONTHLY PARKERS

1. Permanent monthly parkers are to self-park in their assigned parking space only and may not park in the Guest Parking area without consent of Management. Illegally parked cars will be towed at the owner's expense.

2. If another car is in your assigned parking space, notify Management immediately. If the Management Office is closed, notify the doorman on duty.

E. MOTORCYCLES

1. All motorcycles should have a permanent decal/sticker attached in a clearly visible spot.
2. Motorcycles must be parked in an assigned parking space.
3. Motorcycles are not permitted to park behind cars in a stall.
4. Terms of parking lease agreement must be observed at all times.

F. NEW CARS (FOR CURRENT PARKERS)

1. If a current parker gets a new car, Management is to be advised immediately.
2. Management will issue a new sticker.

G. GUEST (HOURLY) PARKING

1. Guest parking is available for guests of residents only. Each resident will receive a Guest Code for their guest parker.
2. Since the Garage is a Self-Park facility, all guest parking transactions must be paid for by credit or debit card.
3. Guests must park in the reserved parking spaces designated as Guest Parking. Guests of residents are required to type the resident's Guest Code followed by the # key into the code box on the automated ticket dispensing machine in order to retrieve a ticket and gain entry into the garage. Tickets must be displayed on the guest parker's dashboard at all times. At the time of exit, guests must pay the current parking rates via credit or debit card.
4. Abuse of Guest Parking privileges, rules, or policies by a resident and/or their guest may result in termination of monthly parking lease agreement (if applicable) and/or cause fines to be assessed for violation of the Association's Rules, Declarations, and By-laws.
5. Lost parking tickets will be charged the maximum rates and will be at the discretion of Management.
6. Unpaid guest parking fees will be charged back to the unit owner.

H. CAR WASH

1. Only monthly parkers may use our car wash facilities for self-washes.
2. The user must not disturb the flow of garage traffic.

3. The user must not abuse the Association's equipment. Report any broken equipment to Management.
4. Users of the Eliot House car wash facilities will be responsible for cleaning up the entire car wash bay and surrounding area after completing their wash. This must include sweeping up of any debris, disposing of trash and squeegeeing excess water into the wash bay drain. The car wash area must be left clean before you leave.
5. The user agrees not to hold the Eliot House Condominium Association responsible for damage to car or person.

SECTION VI

RECYCLING AND RUBBISH

A. RECYCLING

1. On May 18, 1992, Eliot House began a recycling program and is committed to this civic and ecological endeavor. Properly marked recycling bins are placed in the recycling room located near the service elevator on the garage level. Residents should bring their recyclables there. Maintenance is not responsible for bringing items to this location.
2. Acceptable recyclables include newspapers, plastics, aluminum, metal and bi-metal cans and glass.
3. Rinse each item (other than paper products) before placing it in the bin.
4. Place items in the proper bin.

B. DISPOSAL OF GARBAGE/OTHER TRASH

1. Only rubbish and garbage that is properly wrapped or in bags may be placed in the chutes.
2. Rubbish must be pushed through the trap door of the chute to ensure proper passage and disposal.
3. Furniture and other large items, including remodeling debris and remnants must never be left in a garbage chute room or freight elevator. Unit owners/renters are responsible for removing such items from the Eliot House premises via the use of the service elevator.
4. No trash is to be left in corridors or stairwells.
5. Cat litter must never be thrown down the chute. It must be securely wrapped in plastic bags and placed on the garbage chute room floor.
6. Residents may only throw garbage down the garbage chute between 8:00am and 10:00pm.

SECTION VII

UPKEEP OF UNITS/BALCONIES

A. CONSTRUCTION

1. Management must be notified prior to initiating any remodeling or construction project in your unit. Appropriate permits must also be obtained in advance by your contractor. Owners must submit plans and specifications to the Management Office for all projects that affect the common elements and must obtain written approval before work can commence. A certificate of insurance is required that names the Association as an additional insured before construction begins. Individual owners doing their own remodeling should notify the Management Office of any extensive work being done in their unit.

Any unit owner who makes any improvements, alterations, or additions to their unit, shall be responsible for any damage to other units and the common elements as a result of such improvements, alterations, or additions.

2. Washer and dryers and garbage disposals are NOT allowed. Recessed water lines are only permitted with Board approval.
3. Construction hours are as follows:

Monday – Friday	9:00 am – 5:00 pm
Saturday	10:00 am – 4:00 pm
Sundays and Holidays	Construction is Not Permitted

B. MAINTENANCE

1. The Maintenance Staff is hired by the Eliot House Condominium Association to maintain the common area property only. If maintenance work is needed in an individual unit the unit owner must contact the Management Office to place a work order or complete a work order form online. The Management Office reserves the right to refuse such work.
2. Renters must contact the owner of their individual unit for the owner's approval of any routine maintenance work to be performed unless the owner has left a signed authorization with the Management Office in a set dollar (\$) amount for renter's use.
3. The initial labor charge for Eliot House work orders is specified in the Fee Schedule in Section XI. If parts or supplies are required, they will be billed in addition to labor costs.
4. Residents may contact an outside contractor for needed repairs.
5. Eliot House Management employs an exterminating service. If you see any insects in your unit, the common areas or the chute room please advise Management. Bed bugs should be

reported to the Management Office immediately. All residents must comply with City of Chicago's Bed Bug Ordinance and the Association's policies for treating bed bugs.

6. For emergency maintenance service, e.g., overflowing sinks, toilets, baths or electrical outage, all residents should call the Management Office at 312-440-3654 or the Doorman at 312-440-3679 immediately.

C. HOUSEKEEPING & ODORS

1. Residents, guests, housekeepers and aides shall not sweep or throw anything out of the windows, doors, balconies or into the corridors, stairwells or elevators.
2. No garbage cans, supplies, shoes, doormats, umbrellas, luggage or other articles, except for daily delivery of newspapers, shall be placed in the hallways or on the stairwell landings.
3. No rugs, tablecloths, mops, brooms or clothing shall be shaken from the balconies, windows or in stairwells or corridors.
4. Units are to be maintained in such a manner that noxious odors, pests or other offenses do not affect neighboring units.
5. Continuous noxious or pungent odors that emanate from a unit which causes discomfort to others, including but not limited to, cigarette, cigar and pipe smoke is not allowed. Residents should submit a written complaint documenting such noxious odors to the Management Office.

D. UNIT DISTURBANCES & NOISE

1. Excessive noise emanating from a unit or balcony attached thereto (i.e., blaring music, yelling, dog barking, etc.) at any hour should be reported to the Management Office or Doorman if the Management Office is closed. Residents should submit a written complaint documenting the time, date and nature of the disturbance to the Management Office.

E. INTERIOR FLOOR COVERING

1. To effect maximum sound conditioning, all floors, other than closets that are not walk-in, must satisfy the following guidelines:
 - a. Installation of all floor covering, other than carpet, shall be subject to Eliot House Management specifications and approval prior to installation.
 - b. Prior to installation of hard surface flooring (vinyl or ceramic tile, slate, hardwood, laminate, etc.), the unit owner must contact Management to obtain approval of the installation. Management shall have the right to inspect the work during the course of the installation.

- c. Violation of the building's requirements may require removing the flooring used at owner's expense.
- d. All hard surface flooring must be installed over a minimum of 1/4" cork underlayment properly applied, or its sound equivalent if approved by the Board. This is to prevent transmission of noise to other units. All carpeting must be installed with proper padding.

F. BALCONIES

1. No awnings or other projections shall be attached to the outside walls of the building and no blinds, shades or storm doors shall be attached to the outside of the perimeter of any unit. Residents are advised that furniture, flower pots, wind chimes or the like can blow off balconies and that they must take steps to secure or remove such objects to prevent damage to persons and/or property of others.
2. All flower boxes which are affixed to balcony railings must be placed on the inside of the railing to insure that in case of high wind, they do not blow off and injure persons or property on the ground below.
3. When watering flowers or washing the balcony floor, extreme care must be used to prevent the excess water from flowing to units of residents below.
4. Eliot House Condominium Association does not permit any balcony floor coverings. Non-compliance will result in removal by Management of such covering at resident's expense.
5. The use of propane or charcoal grills on balconies is prohibited. Residents are permitted to have and use an electric grill only. These are the requirements set forth by the Condominium Association's insurer.
6. Grills stored on balconies must be stabilized in order to prevent wind damage and noise.

G. UNIT DOOR & DOOR HARDWARE

1. The entrance door to your unit is a limited common element. If any damage is done to your entrance door, you are liable for all related repair expenses.
2. All hardware on the door must be **SILVER TONED**. If you wish to change any hardware on your door you must first contact the office and get permission to do so. Kick plates are not allowed on entrance doors. Doorknobs must be circular. ADA concessions and modifications for doorknobs are permitted with Management approval.
3. Unit doors are manufactured with a fire resistive rating. As such, nothing is to be affixed or nailed to your entrance door that may penetrate and compromise the performance factor of the door. Religious items may be put on door frames only.
4. All unit doors must have functioning door closers at all times. Unit doors must not be left propped open.

5. There can be no alteration of the front door threshold. This is in order to preserve the uniformity of the Association's hallways.

SECTION VIII

PET RULES

A. CONDITIONS

1. Dogs, cats, birds, fish and other non-dangerous pets may be kept in units, subject to compliance with applicable City of Chicago ordinances. Exotic pets housed or kept without a permissible license will not be allowed.
2. Pets can only be harbored with the consent of the Eliot House Management.
3. The owner/renter resident of Eliot House who wishes to harbor a pet must agree to abide by the Rules and Regulations adopted by the Board of Directors of Eliot House Condominium Association as evidenced by her/his signature on a request to the Management Office for a "Permit to Harbor a Pet."

B. REGISTRATION

1. Dogs and cats must be registered in the Management Office by move-in date or upon pet acquisition.
2. A one-time fee must be paid upon pet registration. This fee is applicable only to dogs and cats.
3. A current copy of a vaccination certificate must be brought to the Management Office by the pet's owner at the time of registration.
4. The owner must meet all requirements for vaccinations and shots as required annually by City Ordinance.
5. A registered pet may not be replaced by another pet without registration and payment of the appropriate fee. See Section XI for Fees.
6. Dog owners are required to bring their dogs with them to be assessed and registered by Management. Any dog that does not fall within the height and weight limit restrictions (see Section C paragraph 2 below) must be removed from the premises within one month.
7. Failure to register a dog or cat will result in a fine being levied against the owner of the pet. The amount of the fine, as set by the Board of Directors pursuant to Section XII of these Rules and Regulations.
8. In case of emergency, all pet owners are required to provide Management with written permission to enter one's unit.
9. No animal shall be raised or bred on the property for commercial purposes.

C. LIMITATIONS

1. Permissible combination of pets will be 1 dog and 1 cat, 2 cats, 1 cat and 1 bird, etc., but never two dogs at any time.
2. No dog in any household may exceed, at maturity, 24 inches in height as measured from the shoulder and no more than 35 pounds.
3. Dogs must be on a leash at all times while on Eliot House property, in the garage and on the grounds. The leash must be held to keep the dog within a two foot radius of the dog handler at all times.
4. Pet owners/handlers are responsible for controlling their pets' behavior so as not to create unreasonable disturbances including the following:
 - a. Excessive barking, growling, jumping, lunging, or scratching residents, guests or employee
 - b. Excessive noise by crying, squawking or chirping
 - c. Unpleasant odors resulting from defecation, urination or cat litter in the pet owner's unit or common area.
 - d. Health problems that cause unpleasant odors that penetrate into common areas or other units.
5. Pets are not permitted to play or exercise in the halls or common areas inside Eliot House or on the grounds surrounding Eliot House, such as areas around driveways.
6. Pet owners/handlers are required to remove their pets from Eliot House property before permitting them to urinate or defecate. Eliot House balconies may never be used for this purpose. Dog runs for this purpose are located along LaSalle Street.
7. Owners of dogs are prohibited from allowing their dog to relieve itself on the exterior columns and other concrete areas (urine is very acidic and can erode concrete, which is a porous material).
8. Dog owners are responsible for picking up and disposing of their pet's waste at all times.
9. In the event a pet urinates or defecates within Eliot House, the handler should IMMEDIATELY notify the Doorman to have Maintenance clean the carpet or tile.
10. All dog training paper or litter from cats, hamsters, etc. must be wrapped and sealed in double plastic bags and deposited on the floor of the garbage chute room. Pursuant to City of Chicago ordinances, pet litter should not be thrown down the chute.
11. Each owner of a pet assumes full responsibility for personal injuries or property damage caused by such pet and each such owner agrees to defend, indemnify and hold the

Association, the Board and Managing Agent (and their employees) harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of owning and housing a pet at The Eliot House.

D. LEAVING AND ENTERING

1. Residents/handlers transporting pets are required to use the service elevator (unless it is not in service) when leaving or entering Eliot House.
2. Pets are only permitted in the Inner or Outer Lobby when carried. When there is a move in progress or the service elevator is out of order, you may bring your pet in the passenger elevator. Pets are not allowed in the Laundry Room, Hospitality Room, Storage Room or Bicycle Room at any time. Pets are only allowed in the Garage for passage to and from vehicles.

E. VISITORS

1. Visitors may bring pets into the building subject to Management approval.
2. An exception to the height limit will be made in the case of trained dogs who aid those who are blind or have other disabilities with which the dog directly assists. Service animals exceeding weight limitations will require validation by a healthcare professional.

F. COMPLAINTS

1. Complaints by residents regarding pets must be made to Management in writing.
2. Complaints regarding pets may also be initiated by Management.
3. In the event a complaint is filed:
 - a. Management will forward a copy of the complaint to the Board of Directors and provide written notice of the complaint to the alleged violator.
 - b. Management will inform the alleged violator that he/she is required to appear at a Board of Directors hearing on a specified date. If requested by the alleged violator, the accuser(s) must attend the Board of Directors hearing.
 - c. Management will inform the alleged violator that he/she has the right to have an attorney present at the Board of Directors hearing. If the alleged violator elects to have his/her attorney present at the Board of Directors hearing, he/she must so notify the Management Office and Board of Directors not less than 72 hours prior to the Board hearing.
 - d. If the alleged violator is a renter, the owner of the renter's Unit will be asked to attend the Board hearing during which time the violation and possible sanctions are to be considered.

G. ENFORCEMENT

1. Residents not complying with the Rules and Regulations pertaining to pets are subject to sanctions and fines for the violations. In the event of repeated violations of the Rules and Regulations pertaining to pets, appropriate action will be taken by Management and/or the Board of Directors. Such action may include the eviction of the pet and legal costs or charges in connection therewith will be charged to the unit owner's assessments.

H. REQUESTS FOR SPECIAL CONSIDERATION

1. Any person(s) desiring special consideration of these rules may make a request to the Board of Directors. The Board of Directors reserves the right to deny any requests.

SECTION IX

ENFORCEMENT OF RULES AND REGULATIONS, HANDLING OF COMPLAINTS, HOMEOWNERS' ASSOCIATION MATTERS, RESIDENTS' PARTICIPATION

A. BUILDING MATTERS

1. The abuse of any equipment, furnishings or common elements is a violation of the Rules. Residents who violate such rules will be charged for repairs or replacement and face possible fines.
2. All complaints about building conditions or operations are to be in writing and directed to the Property Manager.
3. Verbal abuse or harassment of any staff member of Eliot House Condominium Association will not be tolerated. All staff members are required to report such incidents daily. Repeat offenders (2 or more incidents) will be asked to attend a Board of Directors hearing to explain the situation. If the offender is a renter, the owner of the renter's unit will be asked to attend the Board hearing at which the offense and possible sanctions are to be considered. All cases of repeat abuse complaints will be reviewed by the Board of Directors to determine what action is to be taken.
4. Upon receipt of a staff complaint of abuse or harassment by a resident, the following procedures will be enacted:
 - a. For the first offense, Management will send a written notice to the alleged violator.
 - b. For repeat violations (2 or more), Management will inform the alleged violator that he/she has the opportunity to appear at a Board of Directors hearing on a specified date.
 - c. If requested by the alleged violator, Management will ask the accuser to be present.
 - d. The alleged violator will be informed that he/she has the right to have an attorney present at the Board of Directors meeting. If the alleged violator elects to have his/her attorney present at the Board of Directors hearing, he/she must notify the Management office and Board of Directors not less than 72 hours prior to the Board of Directors hearing. The Board of Directors will need time to inform its attorney to be present as well. Any and all legal fees incurred by the Board of Directors or the Condo Association may be charged to the owner's assessment.
5. All complaints by residents regarding staff performance or behavior should be made in writing to the Property Manager. If appropriate, they will be presented to the Board of Directors for consideration as quickly as possible.

B. HOMEOWNERS' ASSOCIATION MATTERS

Carl Sandburg Homeowners' Association
1355 N. Sandburg Terrace
312-440-3615

1. Every homeowner in Sandburg Village belongs to the Carl Sandburg Homeowners' Association (HOA). The Association is responsible for the general management, maintenance and security of the community facilities and common community areas such as: grounds, landscaping, recreational facilities, hospitality room, swimming pools, and tennis courts.
2. Notice of the HOA Board of Directors meetings are posted in the Eliot House common areas or you may contact HOA directly.

C. HOSPITALITY ROOM USAGE, POOL AND TENNIS COURT MEMBERSHIPS

1. Use of the hospitality room in Eliot House and Alcott House (1460 N. Sandburg Terrace), the swimming pools and tennis courts are controlled by HOA.
2. For more information regarding room rental or pool/tennis court membership costs, contact HOA.
3. The host of any function being held in the hospitality room at Eliot House will be responsible for the actions and conduct of guests while they are in the common areas of Eliot House and will be held liable for any violation of the Eliot House Rules and Regulations.
4. The host of any function held in the hospitality room and his/her guests must abide by all rules and regulations regarding use of the hospitality room established by HOA and by the Eliot House Management.

D. RESIDENT PARTICIPATION

1. Various ad hoc committees may be formed each year as needed. Both Resident and Non-Resident owners are encouraged to join committees, run for the Board of Directors, attend Board of Directors meetings, and read Board of Directors meeting minutes and all communications.
2. Non-unit owner residents and guests are NOT allowed in committee meetings or Board of Directors meetings except by specific invitation of a majority of the Board of Directors or a hearing regarding the violation of a rule or by Unit Owner proxy.

E. ABSENTEE VOTING RULE

1. Owners will receive at least 10 but not more than 30 days' notice of the date of the annual meeting at which the Board of Directors will be elected. In elections for the Board of Directors, owners vote by absentee ballot. Voting shall only be on an Association issued

ballot which is presented in person by the unit owner at the Annual Meeting, submitted via mail or placed in an on-site ballot box. Owners may also appoint a proxy to vote on their behalf only if they have submitted a proper proxy form prior to voting.

2. Owners who choose to become candidates for the Board of Directors must submit their names to the managing agent at least 7 days prior to distribution of the ballots. Owners shall receive at least 21 days prior written notice of that date.
3. At the annual meeting, an owner who has previously submitted a ballot by mail or on-site ballot box may cast a ballot at the meeting. If a ballot is cast at the meeting, the prior ballot will be void.
4. The Association formally adopts the following election policy: all voters, including candidates for the Board of Directors, must have on file proof of their voting eligibility no later than 10 days prior to the annual election. Eligibility is determined by the inclusion of the voter's name on the deed or closing documents, or by providing an official letter from the unit owner giving full authorization to vote the unit's ownership interests.

F. DESIGNATION OF OWNER ADDRESS ON UNIT OWNER LIST

1. The owner (or owners) of each unit may designate an electronic address (email address) or a U.S. Postal Service address as the owner's (or owners') address on the list of unit owners maintained by the Association pursuant to Section 19(a)(7) of the Illinois Condominium Property Act (the "Unit Owner List"), which list is subject to examination and copying by other owners. The designation of an email address or a U.S. Postal Service address for purposes of the Unit Owner List is made by submitting an "Address Designation" form to the Management Office. If no Address Designation form is submitted, the last U.S. Postal Service mailing address provided to the Association will appear as the unit owner's address on the Unit Owner List.

G. ELECTRONIC DELIVERY OF NOTICES AND OTHER COMMUNICATION

1. In order to facilitate the Association's distribution of notices and other communications, the owner(s) of any unit may authorize electronic delivery of notices and other communications by submitting a "Consent to Electronic Delivery" form to the Management Office. If no Consent to Electronic Delivery form is submitted, paper copies of notices and other communications will be delivered to the last U.S. Postal Service address provided to the Association for the unit. Authorization for electronic delivery may be amended or revoked at any time by submission of a later-dated Consent to Electronic Delivery form. Notwithstanding a request for electronic delivery, the Association may, in its sole discretion, deliver any notice or other communication to the U.S. Postal Service mailing address indicated on the Consent to Electronic Delivery form.

SECTION X

BOARD OF DIRECTORS AUTHORITY

1. Wherever in these Rules reference is made to the managing agent or any other person, various telephone numbers, various cable TV channels and other similar information, the Board of Directors may, by resolution, alter, amend or correct any such name, telephone number, cable TV channel and other similar information in order to keep such information current.
2. Wherever in these Rules reference is made to the charging of a fee, deposit, user charge, late charge or the imposition of a fine, the Board of Directors may by resolution designate the amount of such fee, deposit, user charge, late charge or fine and may by resolution alter, amend or increase or decrease the amount of any such amount. Notwithstanding this paragraph, the Board of Directors shall have the right to increase or decrease the amount of any fine so listed in cases it believes appropriate. The listing of any fine amount shall not reduce or in any way limit or prevent the Board of Directors from imposing a fine for violation.
3. The schedule of the current amount of fees, deposit, user charges, and fines shall be kept by the Management Office. The Management Office shall make the schedule available to any occupant or unit owner upon request. Failure to attach the schedule to a set of these Rules or the failure of any person to have knowledge of the then current schedule shall not be a defense to any demand or action for payment of the amount either specified in the schedule or as determined by the Board of Directors.

SECTION XI

ELIOT HOUSE FEE SCHEDULE*

*Subject to change by a vote of the Board of Directors from time to time

A. KEYS & LOCK-OUTS

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|--|----------|
| 1. Replacement of Key Fob (Per Key) | \$ 25.00 |
| 2. Lock-Out Fee (During Maintenance Hours When Office is Closed) | \$ 25.00 |
| 3. Lock-Out Fee (After Maintenance Hours) | \$100.00 |

B. LATE/NSF FEES

- | | |
|--|----------|
| 1. Late Charge (Payment of Assessments or Parking After 10 th of the Month) | \$ 50.00 |
| 2. NSF Fee – Returned Check | \$ 45.00 |
| 3. Stop Payment Fee | \$ 45.00 |

C. MOVE-IN/MOVE-OUT FEES

- | | |
|---|----------|
| 1. Non-Refundable Move-In Fee (Monday-Friday) | \$400.00 |
| 2. Non-Refundable Move-In Fee (Saturdays Only) | \$500.00 |
| 3. Non-Refundable Move-Out Fee (Saturdays Only) | \$200.00 |
| 4. Refundable Move-In/Move-Out Damage Deposit | \$300.00 |
| 5. Non-Refundable In-Building Move Fee (Deposit Required) | \$100.00 |

D. USE OF ELIOT HOUSE PERSONNEL

- | | |
|---|----------|
| 1. To Allow Deliveries to Unit | \$ 25.00 |
| 2. Work Order (First Hour, Does Not Include Parts) | \$ 35.00 |
| Additional Time Per 15-minute Increments | \$ 15.00 |
| 3. New Tenant Lease Fee | \$250.00 |
| 4. Tenant Renewal Lease Fee | \$100.00 |
| 5. No Current Lease On-File w/Management (Each Month) | \$100.00 |
| 6. Paid Assessment Letter (Sale of Unit or Refinance of Unit) | \$125.00 |
| 7. Completion of Condo Questionnaire | \$125.00 |
| 8. Completion of the 22.1 Disclosure | \$125.00 |
| 9. Rush Fee – Sales Docs (Less Than 48 hrs) | \$100.00 |

E. PETS

- | | |
|--|----------|
| 1. One-Time Dog Registration Fee (For New Dog) | \$250.00 |
| 2. One-Time Cat Registration Fee (For New Cat) | \$ 35.00 |

F. PARKING

- | | |
|--|----------|
| 1. Parking Fee for Residents & Qualified Townhome Owners (Per Month) | \$150.00 |
| 2. Tandem Parking Space (Per Month) | \$210.00 |
| 3. Motorcycle Parking (Per Month) | \$ 70.00 |
| 4. Bicycle Storage Fee (Per Year Per Bike) | \$ 25.00 |

G. VISITOR PARKING

- | | |
|------------------|----------|
| 1. Hours 0 – 2 | \$ 10.00 |
| 2. Hours 2 – 4 | \$ 12.00 |
| 3. Hours 4 – 8 | \$ 14.00 |
| 4. Hours 8 – 12 | \$ 18.00 |
| 5. Hours 12 – 24 | \$ 22.00 |

H. MISCELLANEOUS

1. Laundry Washers	\$ 1.00-3.00
2. Laundry Dryers	\$.50-1.00
3. Monthly Paper Account Statements	\$ 1.00
4. Service Elevator Lock Out (Hourly- for overtime moves or by arrangement)	\$50.00
5. Owner Liability Insurance Expired or Not On-File w/Management (Each Month)	\$100.00
6. Owner Liability Insurance below \$500,000 (Each Month)	\$100.00

Revised 1/1/23

SECTION XII

ELIOT HOUSE FINE SCHEDULE*

***Subject to change by a vote of the Board of Directors from time to time**

Violations are classified by the severity of the violation, not by the number of occurrences of a violation.

- **Class One Violation Fine: \$250 - \$1,000** plus legal and repair costs
Examples: Including, but not limited to, vandalism, unapproved construction, and action which threatens the safety or welfare of residents, employees or the general public.
- **Class Two Violation Fine: \$100 - \$500** plus legal and repair costs
Examples: Including, but not limited to, noise, misuse of Association property, littering the common area, and throwing items from windows/balconies.
- **Class Three Violation Fine: \$0 - \$250** plus legal and repair costs
Examples: Including, but not limited to, parking violations and unapproved exterior decoration.