

Church Street Station Condominium Association

1640 Maple Avenue
Evanston, Illinois 60201

Rules and Regulations



**Adopted by Church Street Station Condominium Association Board of Directors
and amended: January 18, 2011**

Church Street Station Condominium Association Rules and Regulations

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INTRODUCTION

The Church Street Station Condominium Association (hereinafter referred to as "the Association") welcomes you.

Because of the size of our community, rules and regulations are needed to keep things running smoothly, to ensure a pleasant, comfortable and enjoyable living experience in our homes, and to maintain standards that will more likely result in appreciation of the value of our homes in the future.

The purpose of these Rules and Regulations is to achieve and maintain these goals, and to comply with the Church Street Station Condominium Association Declaration and By-Laws and the Illinois Condominium Property Act.

Owners, tenants and other occupants are expected to be familiar and comply with the provisions and requirements reflected in these Rules and Regulations and the Declaration and By-Laws. These Rules and Regulations apply to all unit owners, occupants, tenants, invitees and guests.

All owners, tenants, other occupants and guests are also expected to comply with all applicable City of Evanston, Cook County, State of Illinois, and federal laws, rules, regulations or ordinances.

1. ANTENNAS/SATELLITE DISHES

There is a master satellite antenna on the roof of the building. Owners may use this master antenna to obtain satellite service. If you are interested in obtaining such service, please contact the Association's current satellite provider, which will install the system in your unit. All charges for this service are the unit owner's responsibility. Owners are encouraged to use the master satellite antenna. However, if you want to install your own satellite dish, you may install a dish which is one (1) meter or less in diameter on your balcony. The dish, including all wiring, must be wholly enclosed within the confines of your balcony. No dish or antenna may be affixed to the balcony railing, corridors, exterior building walls, or building roof.

2. ASSESSMENTS AND COLLECTIONS

- A. All monthly assessments and any special assessments or other lawful charges or payments owed to the Association (such as fines) are due and payable on or before the first day of each month. A late charge of \$25.00 will be assessed for any such payment which is received after the 10th of the month. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at eighteen percent (18%) per annum. This is in addition to the late fee that is already in effect. All payments received shall be applied to the oldest outstanding charges first, then to applicable current charges.
- B. The Association's management company shall send a letter to any owner who is delinquent in any month. Any delinquencies after the 60th day shall be turned over to an Association attorney for action. Legal action may be brought against an owner personally obligated to pay a delinquent charge or payment and, in addition to seeking payment for such charge or payment, will seek interest, costs and reasonable attorneys' fees, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action. Any fees or costs that the Association incurs in attempting to collect overdue payments (e.g., to place a lien or liens) will be charged back to the owner.

3. BALCONIES, TERRACES, AND WINDOWS

- A. Residents are responsible for keeping balconies and terraces clean and free from clutter and debris.
- B. Balconies and terraces shall not be screened, glassed in or otherwise enclosed.
- C. No litter, waste, fluids, or other objects shall be thrown or dropped from balconies, terraces, or windows.
- D. Each resident is responsible for damage caused by anything that falls from his or her balcony, terrace, or windows.

- E. No balcony or terrace shall be used for storage. Only patio furniture, gas or electric grills, flower pots and window boxes may be kept on balconies or terraces; charcoal grills are not permitted. (Please note that any items such as furniture or flower pots should be sufficiently heavy or secured so as to not be at risk of being blown off a balcony or terrace.) No windsocks, baskets, or other items shall be hung from any balcony, railing, ceiling, exterior wall, or exterior light fixture, except that a properly secured seasonal decoration may be installed no earlier than December 1 and removed no later than January 15.
- F. Any flower pot used on a balcony must be completely on the balcony and not sitting on a railing. Window boxes may be installed on the inside of a balcony railing, but not on top or outside of the railing. Flower pots or window boxes must have suitable drainage to protect balconies from water damage and prevent dripping water from interfering with other residents' use of their balconies or terraces.

4. BICYCLES

Bicycles are to be stored only in any area designated for bicycle storage, in a unit owner's storage locker or room, or inside an owner's unit (but not on a balcony or terrace). No items other than bicycles may be stored or kept in designated bicycle storage areas. Bicycles found in places where they are not allowed will have their locks broken and placed elsewhere until claimed by their owner. The Association does not assume any responsibility for the damage, destruction or theft of any bicycles stored on the premises. Bicycles are stored at your own risk. Bicycles shall not be brought into the building through the main lobby.

5. COMMON ELEMENTS

- A. The Common Elements (hereinafter referred to as the "common areas") of the Church Street Station property, consist of all of the property, except the individual units, and include the Limited Common Elements, unless otherwise expressly specified in the Declaration. The common areas, for example, include walls, hallways, stairways, entrances and exits, lobby areas, mechanical equipment areas, storage areas, the recreational facilities (fifth floor fitness room, pool, indoor pool area, sun deck, grass/landscaped areas, and hospitality room), elevators, loading dock, and trash/recycling rooms/areas.
- B. The property shall be kept free and clear of all rubbish, debris and other unsightly materials. All rubbish shall be deposited in such areas and such receptacles as shall be designated in these Rules and Regulations.
- C. No owner or resident shall place or cause or permit to be placed in the vestibules, stairways, hallways and other common areas of a similar nature, any furniture, packages, bicycles, baby carriages, doormats, shoes, boots or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- D. Smoking is prohibited in the common areas, both indoors and outdoors.

- E. Any sporting activity involving hitting, throwing or kicking of balls or other objects is prohibited in any common area such as the fifth floor outdoor sun deck and landscaped lawn areas.
- F. A unit owner is responsible for any damage caused to property or others, either through his or her own actions or those of his or her tenants, guests, pets, invitees, or other unit occupants; any resulting repairs or replacements will be assessed against the unit owner.
- G. Except as provided in Article 10 of the Declaration, no unit owner shall cause or permit anything to be placed on the outside walls of the building and no sign, awning, canopy, shutter, radio, television antenna, satellite dish or other equipment, fixtures or items of any kind shall be affixed to or placed up on the exterior walls, corridors or roof.
- H. No written materials, announcements, bulletins, petitions or other similar items may be posted anywhere except the first floor bulletin boards located outside of the recycling room unless authorized by the Board. Materials must be dated when posted and will be removed in a timely manner by a member of the communications committee. Residents are encouraged to use common sense when posting materials.

6. DELIVERIES

All deliveries of large or bulky items (such as appliances or furniture) must be made through the loading dock area located behind the building. Notification of a delivery date must be given to the Association's management company at least two days prior to delivery, so that elevator padding can be hung. The door person on duty may only accept packages or items of a size that will enable storage of the packages or items in the first floor package room, and that will enable the unit occupant to pick them up and take them upstairs. When a package is received for pick up by a resident, a notice will be placed on the resident's mailbox. Please note that the door person may not deliver packages or items to a resident's unit.

A phone call will also be made to the resident for any perishable item deliveries received.

7. DOOR PERSONS/ENGINEER

No owner, guest, tenant or occupant may request personal assistance or services, other than those contracted for by the Association, from any building door person, engineer or other person utilized by the Association on the premises during such an individual's hours of employment or contracted service.

8. ENFORCEMENT OF RULES AND REGULATIONS

The Association's goal is to establish a community in which residents communicate and treat each other with mutual respect. If problems or disagreements occur between residents, our hope is that residents can resolve them by reaching an

understanding of their respective views and arriving at an amicable solution. The processes described below, however, are available to unit owners when necessary.

A. Formal Complaint Procedure

- i. Other than as described in the “Alternative Complaint Procedure Described Below,” any complaint alleging a violation of the Declaration, By-Laws, the Illinois Condominium Property Act, or the Association’s Rules and Regulations must be made in writing to the Association’s management company using a **Violation Report** (see Appendix “A” to these Rules and Regulations). The violation report must be filled out completely for a complaint to be considered.
- ii. Upon receiving a properly completed Violation Report, the management company will send a copy to the Board, and also send the person against whom the allegation(s) is/are made a **Notice of Alleged Violation** (see Appendix B to these Rules and Regulations). If the person against whom the allegation(s) is/are made is a resident (e.g., a lessee) who is someone other than the unit owner, the Notice of Alleged Violation shall be sent to that resident and the unit owner.
- iii. The Board will convene a hearing to review evidence of the alleged violation. The alleged offender(s) have the right to present a defense and evidence regarding the accusation(s). (If the person against whom the allegation(s) is/are made is a resident other than the unit owner, both the resident and unit owner have the right to present a defense and evidence at the hearing.) After hearing the evidence, the Board will determine if a violation(s) occurred and, if so, whether a fine should be levied or other action taken (an alternative to a fine, for example, would be a warning with a directive to cure the condition leading to the violation). A unit owner is responsible for paying any fine levied because of conduct occurring in the owner’s unit, even if the unit owner did not commit the violation himself or herself (e.g., if the violation was committed by a lessee).
- iv. If a fine is assessed, there will be a \$100 fine for each violation, provided the owner has not been fined for the same violation within the past 12 months. If the owner has been fined for the same violation within the past 12 months, the fine for the second instance of the violation will be \$200. If the owner has been fined twice for the same violation within the past 12 months, the fine for each subsequent occurrence of the same violation will be \$300. The Board will notify the unit owner (and, if applicable, the resident other than the unit owner against whom an allegation(s) was/were made) of its decision via a **Violation Determination Notice** (see Appendix “C” to these Rules and Regulations). Any fines assessed against the unit owner’s interest in the premises shall be added to the assessment payment due and payable on the first of the next month.
- v. In the event of a violation, the Board reserves the right to pursue any and all legal remedies to compel enforcement. Any attorneys’ fees and costs will be charged to the account of the unit owner.

- vi. Notwithstanding paragraphs (i) through (v) above, or any other provision of these Association Rules and Regulations, the Board may exercise any of the rights detailed in the Declaration, regardless of whether exercise of those rights is consistent with any procedures set forth in these Rules and Regulations. In addition, neither the Formal Complaint Procedure nor the Alternative Complaint Procedure described below shall preclude the immediate towing of a vehicle that is in violation of the loading dock parking provisions found within the “Parking Spaces/Garage/Loading Dock” section of these Rules and Regulations.

B. Alternative Complaint Procedure

- i. Owners wishing to make a complaint regarding a visually verifiable violation that allegedly exists, but is not within an owner’s unit, may report the alleged violation to the Association’s management company without utilizing the Formal Complaint Procedure described above. If the violation is confirmed by the management company, the management company shall send a letter to the unit owner (and, if applicable, to the resident other than the unit owner against whom an allegation was made); the letter shall request that the violation be corrected within 7 (seven) days of receipt of the letter. If the violation is not corrected within 7 (seven) days of receipt of the letter, the management company shall then send a warning letter requesting compliance within 7 (seven) days of receipt of the warning letter. If the warning letter is not complied with within 7 (seven) days of its receipt, the management company shall file a **Violation Report**, triggering the Formal Complaint Procedure.

Alleged violations that are not visually verifiable, or that allegedly occur within an owner’s unit, may only be considered via the Formal Complaint Procedure.

- ii. Regardless of whether the Association’s management company receives a complaint from an owner, the management company may on its own initiative utilize the Informal Complaint Procedure described above, if the management company observes a visually verifiable violation, so long as the violation exists outside of an owner’s unit.

9. **GARBAGE AND RECYCLING**

- A. Trash must be sealed securely in plastic bags and placed in the garbage chute located on each floor or brought down and deposited into the **1640 Maple** assigned trash bins behind the building off the loading dock area. No bags larger than the opening of the chute door should be forced into the chute. To avoid disturbing other residents, trash chutes should not be used between 10:30 p.m. and 6:30 a.m.
- B. Recyclable and large box items should be taken down to the first floor recycling room and placed inside the recycling bins. Boxes must be broken down. No boxes, newspapers or any other items are to be left in hallways or the trash rooms located on each residential floor, or on the floor of the recycling room.

- C. Newspapers, magazines, recyclable cans, bottles, and plastics may be placed in the bins located in the first floor recycling room; food or garbage items shall not be placed in the recycling room.

10. HEATING

Residents are required to provide enough heat in their units during the winter months or freezing weather to prevent the freezing of water in unit or building pipes or systems. Any damages caused by failure to keep the required amount of heat in the unit will be the unit owner's responsibility.

11. INSURANCE

As of December 31, 2009, all unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence or legal liability pursuant to the Declaration or Act of said unit owner and/or his/her guests, residents, or invitees. Limits of liability of at least \$100,000 are required.

In the event of damages to the common elements or other unit or units, the owner of the unit the damage originated from is legally liable for all resulting damage regardless of negligence.

The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim appliances, equipment and other furnishings damaged as set forth above.

Each unit owner will be responsible to provide the Board of Managers with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.

Said Certificate shall indicate that the Church Street Station Condominium Association is an additional insured on all such policies.

12. LEASING

As of January 1, 2009, all Owners who lease their units are required to use the City of Evanston – Model Lease Agreement. This form is available from the Church Street Station Condominium Association's (CSSCA) management company and/or the City of Evanston – City Clerk's office.

All Tenants must fill out an Emergency Information Form that is available from the management company. An Owner must also provide a copy of the CSSCA Rules and Regulations to the Tenant. All Tenants are expected to be familiar and comply with the provisions and requirements reflected in these Rules and Regulations.

All Owners are required to send a copy of the completed and signed lease and Emergency Information Form (completed by the Tenant) to the CSSCA's management company before the Tenant can schedule a move into the building.

Leasing Unit Limits

Effective October 1, 2010 and notwithstanding any foregoing provisions of this Rule to the contrary, no more than twenty (20) of the Units in the Association may be leased at any one time.

- a) Those Units that are leased or non-owner occupied on the effective date of this Rule may continue to be leased until the current lease expires, unless said lease is terminated by either party thereto prior to the expiration of the lease term. A copy of all current leases must be on file with the Board of Directors or the Management Company. Said Units must then be in compliance with this provision.
- b) An Owner seeking to lease a Unit must contact the Management Company to determine whether leasing is an option under the terms of this Rule. If twenty (20) of the Units are being leased and an Owner would like to lease, they will be placed on a waiting list. Multiple Owners of a Unit shall be treated as a single Owner for the purposes of this Rule. A Unit may not be listed on the waiting list more than once at any given time. Once less than twenty (20) of the Units are being leased, the first Owner on the list shall be granted the option to lease. The Owner shall have four (4) months from the date of notification to exercise the option to lease. An Owner shall be permitted to lease a Unit for up to two years and then will be required to be placed on the waiting list if the Owner wishes to lease for additional terms. The two-year period is for the Unit, not the tenant (one two-year lease or two one-year leases). On the effective date of this Rule, any Owners interested in leasing will be entitled to submit their intent to lease and be entered in a lottery. The order of the waiting list shall be determined by said lottery. The Management Company shall provide a Unit Owner with a copy of the current waiting list upon request.
- c) This Rule shall not apply to various types of domestic assistance in which the Owner also resides in the Unit, including, but not limited to, medical care assistants, live-in maids, and nannies.
- d) The Board of Directors of the Association shall have the right to lease any Association-owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Rule.
- e) Any Unit being leased out in violation of this Rule or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- f) In addition to the authority to levy fines against the Unit Owner for violation of this Rule or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to

maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

- g) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Rule shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- h) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- i) Any lease sent to the Board or Management Company shall be subject to the Declaration, By-Laws and Rules and Regulations governing the Association and must include a copy of the receipt of the registration fee that was paid to the City of Evanston.

13. MOVE IN / MOVE OUT PROCEDURE

- A. All move-ins and move-outs must be scheduled with the Association's management company a minimum of seven days prior to the moving date so that the elevators can be padded and the loading dock area reserved. Move-ins and move-outs are permitted only between the hours of 8 a.m. and 8 p.m., between Monday and Friday. No moves on Saturdays or Sundays or national holidays are permitted except that moves are permitted on the last Saturday of every month between 8 a.m. and 8 p.m. Moving vans and trucks may only be permitted to park in the loading dock area behind the building, and items moved may only be transported through the rear hallway.
- B. There will be a \$300.00 non-refundable move-in and move-out fee. This fee must be received by the management company at least seven days in advance of the scheduled move. Unit owners are personally responsible for the additional cost of damages caused by the move, should they be in excess of the \$300.00.
- C. Please provide the management company with a forwarding address and telephone number if you are moving out. Before moving in, an owner information sheet must be completed and provided to the Association's management company.

14. NOISE

No unit occupant or his or her guests or pets shall make such noise so as to disturb, annoy or be a nuisance to other unit occupants.

Any repair or maintenance work which is likely to disturb another resident is permitted between the hours of 8 a.m. and 7 p.m. Monday through Friday, and 9 a.m. and 5 p.m. on Saturdays. No such work is permitted on Sunday or national holidays.

15. PARKING SPACES/GARAGE/LOADING DOCK

- A. Each parking space shall be used only for the parking of automobiles and other two or four wheeled passenger automobiles or vehicles of a comparable size, and for no other purpose. Vehicles shall not be left running in parking spaces. No repairs or maintenance shall be performed in parking spaces or any other area of the garage. No materials shall be stored in a parking space. Each parking space shall be maintained in a clean, sanitary and healthy manner at all times.
- B. Vehicles shall not be parked in any area other than designated parking spaces, and shall not be parked in a manner that unreasonably impedes the entrance to or exit from anyone else's parking space. Vehicles shall not be parked in front of doorways for unloading or loading of any item. Any vehicle parked illegally or in another unit owner's parking space without their permission will be towed without notice at the vehicle owner's expense.
- C. Regarding parking in the loading dock area:
 - i. Persons moving in or moving out shall follow the procedures governing move-ins and move-outs detailed in the "Move-In/Move-Out" section of these Rules and Regulations.
 - ii. Other than move-in/move-out situations, vehicles shall not be parked in the loading dock area for more than 1 (one) hour. If a door person is on duty, you must notify that door person prior to parking in the loading dock area.
 - iii. Parking in the loading dock area is not permitted for any purpose other than loading or unloading.
 - iv. Violators of these loading dock Rules and Regulations may be towed without further notice.

16. PETS/ANIMALS

In accordance with Article 3, Section 3.12 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws, dogs, cats and other household pets of a Unit Owner are permitted, provided they do not constitute a nuisance to others and are kept in strict accordance with the rules and regulations. Each pet owner shall assume total responsibility for the animal's behavior or action will be taken by the Board to have the pet removed. No animals shall be bred, kept or raised on the property for commercial purposes.

- A. Per the Declaration, any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a unit upon three (3) days written notice from the Board to the owner of the unit containing such pet. The Board's decision shall be final. Prior to issuing such a notice, however, the Board shall first conduct a hearing in order to determine whether a pet is in fact causing or creating a

nuisance or unreasonable disturbance. The hearing process shall occur in accordance with the rules enforcement procedure specified in these Rules and Regulations (including preparation of a **Violation Report**, issuance of a **Notice of Alleged Violation**, holding a hearing, and issuance of a **Violation Determination Notice**). Nothing shall limit the Board's authority to disregard the hearing process and to remove a pet from a unit, however, if in the Board's judgment the pet has exhibited dangerous, threatening or violent behavior.

- B. Exotic or dangerous animals, including but not limited to, poisonous snakes, potbellied pigs and other species not conducive to apartment living, are prohibited.
- C. Animals are not allowed in the recreational facilities (fifth floor fitness room, pool, indoor pool areas, sun deck, grass/landscaped areas, and hospitality room) or storage areas. Animals are only allowed in the parking garage to the extent necessary to transport them from a vehicle into the main building. In any common area, owners may not exercise, play with, or feed their pets.
- D. It is the pet owner's responsibility to immediately clean up after his or her pet and dispose of waste appropriately. Pet owners are responsible for accidents or any damages in common areas caused by their pets, and for any costs incurred to repair, clean, restore, or replace any damaged areas. Unit owners shall be responsible and pay for any damage, harm or injury to persons or property caused by their pets, or pets of occupants, tenants, or guests of their unit.
- E. It is prohibited to use the garbage disposal, sinks, bath drains, or toilets for cat litter disposal.
- F. Pets may not use a balcony, terrace, or any other common area, either on or off paper, for elimination. Pets may not be fed food or water on balconies or terraces.
- G. Dogs and cats are not permitted to relieve themselves on Association grounds including, but not limited to, planters, plant beds, shrubs, trees, grass, sidewalks, seating areas, building walls, terraces, or anywhere else on building grounds, including the outside front entrance to the building, the loading dock, and garage.
- H. All dogs owned and/or kept at Church Street Station Condominiums for 48 hours or more in a 7-day time period must be registered with the Management Office. Unregistered pets may be ordered out of the Building. Registration information must include breed, owner name, and unit number. (See Appendix "F" **Pet Registration** to these Rules and Regulations).
- I. All dogs must be kept leashed at all time in any Building common area including, but not limited to, the hallways, elevators, and garage. All cats outside of their owners' unit must be in a carrier. No pet may be left unattended anywhere in the common areas or garage, even though on a leash.
- J. Staining of hall carpeting by pets must be reported immediately so that it can be spot-cleaned effectively.

- K. Violations of these rules may result in fines or legal action, and the offender will be liable for all costs and attorney fees. Unless otherwise specified, there will be a \$75.00 fine for the first violation, provided the Owner has not been fined for the same violation within the last year. If the owner has been fined for the same violation within the last year, the fine will be \$150.00. Third and subsequent fines will be \$300.00 for each infraction.

17. PROSCRIBED ACTIVITIES

In addition to any other activity prohibited within the Declaration or these Rules and Regulations, no noxious or offensive activity shall be carried on in the property and nothing shall be done in the property, either willfully or negligently, which may be or become an annoyance or nuisance to the owners or occupants of units.

18. RECREATIONAL FACILITIES (includes Fifth Floor Fitness Room, Pool, Indoor Pool Area, Sun Deck, Grass/Landscaped Areas, and Hospitality Room)

Owners, tenants, other occupants and guests use the Recreational Facilities at their own risk, and the Association shall not be responsible or liable for any harm, including injury or death, which may result from use of the Recreational Facilities.

As stated in the common elements section of these Rules and Regulations, any sporting activity involving hitting, throwing or kicking of balls or other objects is prohibited. In addition, please remember that all recreational facilities are designed for the use and enjoyment of all residents.

A. Hospitality Room

- i. The hospitality room is for the exclusive use of residents and their guests. The hospitality room must be reserved through the Association's management company and is available on a first-come, first-served basis upon payment of a \$200 security deposit. The hospitality room may not be reserved more than six months in advance. The room may be used from 10 a.m. until 10 p.m. on Sunday through Thursday, and until midnight on Friday and Saturday and on the evening before a national holiday. The hospitality room door must be kept closed other than to permit entrance or exit from the room.
- ii. The hospitality room may only be used for social purposes. Residents may not charge for admission, attendance, food or drinks. The room may not be used for fund-raising, solicitation of funds, or selling of goods or services.
- iii. Persons under the age of 16 who are using the hospitality room must be accompanied by a parent, guardian or other responsible person at least 21 years of age.
- iv. Residents reserving the room will be responsible for all clean-up, and must return the room in the same condition it was in prior to the room being used. Residents are

responsible for any damages caused by them or their guests. If no damage is found after inspection of the hospitality room, the security deposit will be refunded.

- v. Music-playing devices and the like may be used, provided they are not played so as to disturb, annoy or be a nuisance to other unit occupants.

B. Fitness Room/Pool/Indoor Pool Areas

- i. Anyone using the swimming pool or indoor pool area must adhere to the regulations posted outside of the pool area. Please read those regulations carefully before using the pool or entering the pool area.
- ii. Persons under the age of 16 who are using the pool or fitness room must be accompanied by a parent, guardian or other responsible person at least 16 years of age.
- iii. The pool and fitness room may be used from 5 a.m. until 10 p.m.

19. REMODELING/RENOVATIONS

Any remodeling or renovations must comply with the Declaration and these Rules and Regulations and Evanston City codes. Prior to doing any major remodeling or renovation, notification to the Association's management company is required via a **Notification of Remodeling & Improvements** (see Appendix "D" to these Rules and Regulations). For example, major remodeling includes floors, ceilings, kitchens and bathrooms.

20. SEASONAL DECORATIONS

No neon, flashing or seasonal holiday lights or decorations shall be affixed to the exterior surface of windows at any time. Seasonal lighting and decorating on the interior surface of windows shall not be installed earlier than December 1 and must be removed no later than January 15; seasonal door decorations during this same period are allowed so long as they are affixed in a manner that does not damage the door. To prevent damage to common areas (such as hallway walls), when brought into or removed from the building, Christmas trees must be banded and covered. Christmas trees shall only be brought in through garage entrances or the loading dock/rear hallway of the building.

21. SELLING YOUR UNIT

- A. Any unit owner wishing to sell his or her unit and have the unit shown to others via an open house or through appointments with a licensed real estate professional must send a letter to the Association's management company stating this intention. The letter must state the name, addresses, and phone numbers of the listing real estate firm and agent, as applicable.

- B. When a unit for sale is shown to a prospective buyer by appointment (versus an open house), the prospective buyer must be escorted by a licensed real estate professional or unit owner while within the building.
- C. The following applies to open houses, regardless of whether an open house is hosted by an owner selling a unit himself or herself, or whether the open house is hosted by a licensed real estate professional: Open houses may occur on Sundays only, must begin no earlier than 11 a.m., and must conclude by 5 p.m. The licensed real estate professional or owner hosting the open house shall notify the door person on duty of the open house. All prospective buyers must be escorted by a licensed real estate professional or unit owner while within the building. The licensed real estate professional or owner hosting the open house shall notify the Association's management company, in advance, and the door person on duty, of the open house.
- D. No "For Sale," "Open House," "For Rent" or similar signs shall be permitted anywhere on or within the building, including windows, walls, doors, elevators, or balconies or terraces, except that such signs may be posted on the Association bulletin board located outside of the first floor recycling room.

22. SMOKE DETECTORS/SPRINKLER SYSTEM

Do not remove or tamper with any smoke detectors or sprinkler system heads. Do not hang any item on the sprinkler system heads in your unit or push, prod or knock or bump against the heads, as this may trigger the system and cause flooding.

23. SMOKING

Smoking is not permitted in any area other than within an owner's unit. Smoking is prohibited, therefore, in the common areas, such as the hallways, stairwells, elevators, lobby, garage, storage rooms, bike room, and recreational facilities (fifth floor fitness room, pool, indoor pool area, sun deck, grass/landscaped areas, and hospitality room).

24. SOLICITING

No soliciting is permitted on the premises.

25. WINDOW TREATMENTS

The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to units shall at all times be of an all-white finish facing the exterior, shall be full height, and no other window coverings shall be permissible to be visible from the outside of the units.

APPENDIX B: NOTICE OF ALLEGED VIOLATION

CHURCH STREET STATION CONDOMINIUM ASSOCIATION

DATE: _____

TO: _____ Unit number: _____

FROM: Church Street Station Condominium Association Board of Directors

A Violation Report form has been filed (a copy of which is attached) that alleges that you have violated the Association's Declaration, By-Laws, Rules and Regulations, or the Illinois Condominium Property Act. (If the allegation(s) is/are against a resident other than the unit owner, this notice is being sent to the unit owner as well.)

The Board of Directors will consider the alleged violation(s) at a hearing to occur on _____, at _____ in the fifth floor hospitality room located at Church Street Station, 1640 Maple Avenue, Evanston, Illinois.

You have a right to present a defense and evidence regarding the accusations against you. (If the accusation(s) is/are against a resident other than the unit owner, the unit owner may present a defense and evidence as well.) If there is written information you would like the Board to consider prior to the violation hearing, please submit the information as soon as possible to the Association's management company and request that the information be distributed to the Board for consideration. Submitting written information at the hearing itself will not be prohibited, but submitting it in advance will better enable the Board members to prepare.

After hearing and reviewing the evidence presented, the Board will determine if a violation has occurred and if a fine should be levied or other action taken.

Please be present at the hearing. The Board will proceed with or without your presence.

APPENDIX C: VIOLATION DETERMINATION NOTICE

CHURCH STREET STATION CONDOMINIUM ASSOCIATION

DATE: _____

TO: _____ Unit number: _____

FROM: Church Street Station Condominium Association Board of Directors

The Board of Directors has found as follows regarding the charge of violating the Association's Declaration, By-Laws, Rules and Regulations, or the Illinois Condominium Property Act:

The violation(s) was/were allegedly committed by: _____ Unit number: _____

The Board takes the following action or actions:

- Alleged violation charge or charges is/are dismissed, and no violation is found.
- A violation or violations have been found, but in the Board's judgment no fine or warning is warranted.
- A violation or violations has/have been found, but in the Board's judgment no fine is warranted. The Board is, however, warning the offender(s) not to repeat the offense.
- A violation or violations has/have been found, and the unit owner is fined in the amount of _____. This amount is due and payable on the first of next month, and is in addition to the unit owner's monthly assessment.
- Other action: (e.g., referring the matter to Association legal counsel):

Signature: (to be signed by Board officer presiding at the hearing: _____)

APPENDIX D: NOTIFICATION OF REMODELING & IMPROVEMENTS

CHURCH STREET STATION CONDOMINIUM ASSOCIATION

Resident's Name/Unit Number: _____

General Description of Work: _____

Resident's Property Insurance Company: _____

General Contractor Name: _____

Address: _____

Phone #: _____

Contractor Insurance Company: _____

Date Work to Begin: _____

Estimated Completion Date: _____

Please include the following with your notification:

1. Certificate of insurance(s) for all contractors and sub-contractors.
2. A thorough written description of all work planned.
3. Copy of contract.
4. Copy of all detailed plans and specifications.

APPENDIX E: EMERGENCY INFORMATION FORM

CHURCH STREET STATION CONDOMINIUM ASSOCIATION

Unit Number:

Lease

Name(s):

Other Occupants of Unit:

Mailing Address (if different):

EMAIL Address:

Home Phone:

Work Phone:

Cell Phone:

IN CASE OF EMERGENCY, PLEASE CONTACT:

Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

VEHICLE(S) THAT WILL BE PARKED IN GARAGE:

Year: _____ Make: _____ Color: _____ License: _____

Year: _____ Make _____ Color: _____ License: _____

Parking Space # _____

Parking Space # _____

Storage Locker # _____

I received and reviewed a copy of the Church Street Station Rules & Regulations.

Signature(s): _____

