



**Rules for Residents  
801 South Plymouth Court  
Apartment Condominium Association**

**November 20, 2003**

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**Revised November 20, 2003**

Revised July 12, 2000

Revised April 21, 1999

Revised October 18, 1995

Revised November 30, 1994

Revised September 14, 1994

Revised February 16, 1994

Adopted November, 1986

## TABLE OF CONTENTS:

	<u>Page</u>
Introduction	3
Assessments	3
Balconies, Patios, Terraces, and Windows	4
Bike Room	4
Building Security / Keys	5
Building Structure, Equipment and Systems	5
Common Areas	6
Deliveries / Transporting Large and/or Unsightly Items through the Building	7
Distribution of Material to Units	7
Employees of the Association	7
Fire Safety	8
Garbage Disposal and Recycling	8
Insurance Coverage	8
Leasing	8
Locker Storage	9
Moving	9
Noise and Disturbances	10
Operating Business in Unit	10
Parking	11
Party Room Use	11
Pets	12
Violations, Fines and Procedures	13

## INTRODUCTION

The rules in this document have been adopted by the Board of Directors of the 801 South Plymouth Court Apartment Condominium Association. Apartment Rules govern the property of the Apartment Association. These Rules are intended to be compatible with the Rules of the sister 801 Associations: Master, Garage and Townhomes.

As part of the 801 community, the Apartment Association recognizes and, through reciprocal agreement, accepts other 801 Boards' decisions based on their respective Declarations, By-Laws, Rules for Residents and other guidance documents. A violation against one Association may be considered to be a violation against all Associations and, as such, may be weighed in the event subsequent infractions are brought before a separate 801 Board for consideration.

In addition to their personal awareness and compliance with these rules, owners are responsible for ensuring that their children, guests, housekeepers, personal employees, and tenants are aware of and comply with these rules, and that pet owners follow the appropriate rules regarding their pets.

### Assessments

1. Each owner's assessment payment should arrive at the Bill Processing Center specified by Management on the first day of the month.
2. If the full assessment payment has not arrived at the Bill Processing center by the 10th of the month, the owner will be charged a late fee.
3. If an owner's assessment payments are two months or more in arrears, the assessment payment must be made current with a Money Order or a Cashier's check, rather than a personal check, until the assessment balance is current.
4. If an owner's assessment payment check is returned by the bank for Non-Sufficient Funds, future assessment payments must be made with a Money Order or a Cashier's check, unless and until the owner successfully petitions the Board for a waiver of such payment practice by showing evidence that his/her financial circumstances have improved. Such waiver cannot be granted during the first six months of this payment restriction.

## **Balconies, Patios, Terraces, and Windows**

1. You may not hang items such as, but not limited to, garments, towels, or rugs from patio, terrace or balcony walls, railings, or windows. This provision does not include holiday or seasonal decorations. Holiday or seasonal decorations must be removed without delay at the conclusion of the holiday or season.
2. You may not post advertising or signs on your balcony, patio, terrace or window.
3. You may not cook outdoors on the Laundry Room patio.
4. You may not place or attach any permanent fixtures on patio, terrace or balcony walls. No alterations may be made to patio, balcony or terrace walls without the approval of both the Master Board and the Apartment Board.
5. You may not use fireworks on any patios, balconies or terraces.
6. You may not place birdfeeders or birdseed on the patios, balconies or terraces.
7. You should limit parties on balconies, patios, and terraces to 10:00 P.M. weeknights and 11:00 P.M. weekends.
8. If you cook outdoors on your balcony, patio or terrace, you may not use lighter fluid or other flammable liquids to start charcoal fires in your charcoal grill, hibachi, or other portable cooking unit. Use an alternate such as an electric charcoal starter or jellied or solid types of charcoal starters.

## **Bike Room**

1. Only owners and residents of the Apartment Condominium may use the Bike Room, with the exception of 801 Townhome owners or their tenants. Townhome owners or their tenants must pay a Bike Room fee as set by the Apartment Condominium Board.
2. You must register your bicycle and/or your child's street toys at the Management office and affix the registration sticker if you wish to use the Bike Room. An annual Bike Room fee for each bicycle or toy will be charged to residents. The amount of the fee may be modified from time-to-time by the Board of Directors.
3. Unregistered bicycles or toys that are found in the Bike Room are subject to removal by Management. Unclaimed bicycles or toys will be removed from the Bike Room and stored separately. Periodically such items will be disposed of by Management. Any time prior to disposal, such items may be retrieved by the owner for a fee set by the Board.
4. Motor-powered vehicles (e.g., motorcycles, motor scooters, etc.) may not be stored in the Bike Room at any time.

## Building Security / Keys

1. You must notify Management that you have authorized other people to be allowed into your unit to perform duties when you are not at home. An authorization form is available in the Management Office.
2. Common area keys are provided by the unit seller to a unit buyer. Owners requesting additional common area keys must pay a fee and deposit amount set by the Board. No more than two additional common area keys from Management will be available to an owner without a waiver from the Board.
3. Upon moving, unit sellers should return additional common area keys to the Management Office for a refund of paid deposit.
4. You will be charged a fee for the use of staff and pass keys to enter your unit more than once each year.
5. Along with emergency contact information, you must provide the Management Office with a set of all the keys necessary to access your unit in the event of an emergency. This requirement is for your safety and that of your neighbors. Your key(s) will be maintained in a secured lock box.

## Building Structure, Equipment and Systems

1. You may not modify walls, doors, windows, ceilings, floors, electrical systems, plumbing systems, telephone systems, cable TV systems, or other features or elements of the building without prior approval of the Board of Directors.
2. Any construction modifications noted above must be performed in accordance with the 801 *Contractor Guidelines*. A copy of the *Contractor Guidelines* document is available in the Management Office.
3. A unit owner must submit a deposit, in an amount set by the Board, prior to the commencement of contractor work activities. The deposit is refundable upon completion of the project in compliance with the 801 *Contractor Guidelines*. The deposit may be forfeited in the event of infractions during the project.
4. You must notify Management prior to working on any plumbing or electrical systems.
5. Owners should not put grease down the sink drains in the units, nor should owners use chemicals (such as Drano and Liquid Plumber) to unclog drains. These types of products may be appropriate for single-family structures, but they corrode the building's plumbing system. Garbage disposals are not allowed.

6. A unit owner engaged in a construction project that requires a water shut-off that involves other units will be billed in the event costs are incurred by the Association due to such water shut-off and/or re-start.

## Common Areas

1. Common areas include, but are not limited to, corridors, elevators, stairwells, the lobby, the laundry room, the party room, the ping pong room, storage areas, the roof, the rubbish chute and adjacent areas.
2. You are not allowed on the roof of the building without consent of Management.
3. Fire Department regulations require that doorways, corridors, hallways, and stairwells be clear of obstructions at all times. These regulations prohibit the storage or placement of items in any of these areas.
4. You may not place decorations, signs, or notices in the corridors, hallways, stairwells, on the outside of your unit door, and other common areas. This provision does not include holiday or seasonal decorations. Holiday or seasonal decorations must be removed without delay at the conclusion of the holiday or season. No nails should be used to hang decorations.
5. You may not place signs or notices in the elevators, lobby, or the Mail Room. Only Management has authority to place signs or notices in these areas.
6. You may not smoke in the common interior spaces of the building, including hallways and stairwells at the ends of each hallway.
7. You may not ride bicycles or other street toys such as roller blades, roller skates and skateboards inside the building. Do not wear shoes with spikes, such as golf, baseball, track or football shoes, inside the building.
8. Only owners and residents of the Apartment Condominium may use the laundry facilities.
9. Each unit owner is responsible for the cost of maintaining the limited common area entryway to his or her respective unit, including the door, threshold and recessed entrance. On a quarterly schedule, Management will inspect the building to determine areas in need of painting or other restorative work. The cost of such painting or corrective work will be charged back to the unit owner on the unit's monthly assessment statement. The cleaning or replacement of carpet in the limited common area attributable to stains from items such as shoes left outside the door will be charged to the unit owner. This provision is separate and distinct from the general painting and maintenance performed throughout the building, the cost of which is assumed by the Association.
10. Unit doors may only be painted the color approved by the Board of Directors.

## **Deliveries / Transporting Large and/or Unsightly Items through the Building**

1. You must schedule deliveries of large items (such as furniture or appliances) with Management at least one working day before the delivery. Large and/or unsightly items (such as furniture, appliances, mattresses, plumbing fixtures and construction materials) must be received via the Freight Elevator at the Polk Street pedestrian door in the Garage. Such deliveries must not be brought through the lobby. The Freight Elevator can be reserved by contacting the Management Office.
2. Contractors must not transport construction materials and equipment through the lobby. Such materials must be loaded through the Freight Elevator at street level in the Garage and exited in reverse manner.
3. The 801 Service Carts must be returned to their holding bay outside the Maintenance Office after no more than 20 minutes of use.
4. You must provide Management with prior notice of deliveries that will require the Freight Elevator as based on these Rules. Unit owners are strongly advised to provide management with at least 24 hours notice.
5. Deliveries are permitted Monday through Friday from 9:00 A.M. to 5:00 P.M. and Saturday from 9:00 A.M. to 3:00 P.M.

## **Distribution of Materials to Units**

1. Official business of the Association and delivery of paid newspaper subscriptions are the only types of printed material that may be distributed throughout the 801 South Plymouth Court Apartment Building.
2. No individual, business or organization may make a mass distribution of any other form of printed materials or product samples.
3. You may not conduct door-to-door solicitations for commercial, religious, political, or any other reason.

## **Employees of the Association**

1. Only Management may give work orders or verbal instructions to the employees.

## Fire Safety

1. Do not attempt to disconnect or pull down your unit's smoke detector.
2. Never block open your unit door. Opened doors pose a threat to the fire resistance rating of the hallways.
3. Do not place objects at the base of your unit door to block the air flow. Such objects disrupt the fire management safety system that is part of the building's design.

## Garbage Disposal and Recycling

1. Use the garbage chute between the hours of 7:00 A.M. and 10:00 P.M. only.
2. You must place your garbage inside a plastic bag and tie the bag securely.
3. Garbage bags must be placed in the chute; open the chute door and push the bag firmly past the flexible flap to ensure that it drops freely down the shaft.
4. Bins for recycling are located in the garage on the street level at the north end of the 801 Garage. Items to be recycled must be placed inside these containers. Please note that there are separate containers for paper versus plastic, glass and metals.
5. Items requiring special disposal, such as, but not limited to appliances, furniture, mattresses and construction debris, must not be left with the Building's general trash in the Garage without permission of Management. Resident's must make their own arrangement for disposal of such items and notify Management. Any cost incurred by the Association for special pick-up or disposal needs will be charged back to the violator, in addition to a fine.

## Insurance Coverage

1. Please refer to the Association's *Declaration of Condominium Ownership and By-Laws, Article VII Insurance, Section 7.08 (g) and (h)*.

## Leasing

1. No Unit Owner may lease a Unit for transient or hotel purposes which shall be defined as (a) any rental for a period less than thirty (30) days or (b) any rental where Occupants of the Unit are provided customary hotel services. No Unit Owner may lease less than the entire Unit.

2. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or, if the lease is oral, provide a memorandum of the lease not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, and all pertinent contact information for the Unit Owner and the tenant.

### **Locker Storage**

1. Only owners and residents of the Apartment Condominium may use the Storage Lockers. You must use only the locker that is assigned to your unit.
2. Fire regulations do not permit storage external to your locker.
3. Flammable and combustible liquids or gasses may not be stored in the storage lockers.
4. At its discretion, Management will discard any items that are not properly stored. This includes items that are placed on top of a storage locker.

### **Moving**

1. You may not move in or out if you have not scheduled the move with Management. A refundable deposit (that serves as collateral against damage that may occur during a move), in an amount set by the Board, must be submitted to Management to confirm the move and reservation of the freight elevator. Residents moving out must pay their deposit by cashier's check or money order, not by personal check, and a forwarding address must be provided.
2. To off-set the administrative costs related to arranging for moves, the moving resident must pay the Association a non-refundable Moving Administrative Fee in an amount established by the Board. The Administrative Fee is separate and distinct from the refundable deposit that serves as collateral against damage.
3. The Freight Elevator is the only elevator you may use for moves.
4. You may move your possessions from 9:00 A.M. to 3:00 P.M. Monday through Saturday. No moves may be scheduled on Sundays.
5. Movers must participate in both the Before and After Move Inspections or risk forfeiture of the moving deposit.
6. Movers that exceed the scheduled time may risk forfeiture of deposit and additional penalty fees.
7. Movers that leave the building exit door open and unattended risk forfeiture of deposit and additional fines.

## Noise and Disturbances

1. Do not play your television, radio, musical instruments, or raise your voice to volume levels that disturb other residents. Take special precautions between 10:00 P.M. and 7:00 A.M. to keep your sound levels low by additionally avoiding noises caused by activities such as, but not limited to, hammering to hang pictures, slamming cupboards, vacuuming and moving heavy objects that could make loud noises.
2. Do not dispose of trash via the chutes between 10:00 P.M. and 7:00 A.M.
3. Contractors must perform construction work between 8:00 A.M. and 5:00 P.M. Construction noise such as hammering, sawing and drilling are not permitted before 8:00 A.M. or after 5:00 P.M. without approval of the Board.
4. No arguing, yelling or fighting is permitted in the common areas.

## Operating Business in Unit:

*Each Unit shall be used for housing and related common purposes for which the property was designed and for no other purpose. Therefore since business operations in Units are prohibited, the Board will consider factors outlined in this section for taking legal action against Unit Owners for operating a business in a Unit.*

*The following text in this provision on home businesses is taken directly from June 26, 2003, correspondence from Levenfeld Pearlstein, the Association's law firm and is, hereby, adopted as guidance for residents with interest in or concern about a business operation in a unit:*

"A strict ban on any business use of any Unit is impractical, given the proliferation of telecommuter, internet businesses, and home computers and fax machines. What the board needs to consider is the extent to which the business use of a Unit affects the residential nature of the Association. The factors to take into consideration when making this determination include the following:

1. Whether the business use of the Unit is inconsistent with the residential nature of the Association;
2. Whether the business use of the Unit is in violation of any municipal or governmental licensing requirements;
3. Whether the business use of the Unit puts undue burden on the common areas or raises common expenses;
4. Whether the business use of the Unit creates noise, vibration, glare, fumes, odors or electronic interference detectable by neighbors;

5. Whether the business use of the Unit involves the display of any signage which would show that the Unit is being used other than as a residence;
6. Whether the business use of the Unit significantly increases pedestrian or automobile traffic or puts an undue strain on parking;
7. Whether the business use of the Unit involves storing equipment outside the member's unit or in a common area;
8. Whether the business use of the Unit involves on-site employees;
9. Whether the business use of the Unit involves the use, storage or disposal of any hazardous materials; and
10. Whether the business use of the Unit is subordinate to the Unit's residential use."

### **Parking**

1. Plaza deck parking is available for loading or unloading for a maximum of 20 minutes. The driveway is a Fire Lane. Vehicles left in the circular driveway longer than 20 minutes are subject to being towed. This includes contractor vehicles.

### **Party Room Use**

1. Only owners and residents of the Apartment Condominium may use the Party Room. You must comply with all the rules printed on the reservation form. A Party Room use fee must be submitted with the written reservation form.
2. An owner or resident must reserve the Party Room through the Management Office. A refundable deposit, in an amount set by the Board, must be submitted to Management to confirm the reservation. The amount of the deposit fee may be modified from time to time by the Board of Directors.
3. The owner or resident must be present at the party at all times.
4. The Party Room cleanup must be complete no later than 11:30 P.M. The owner or resident must notify 801 Staff at conclusion of party cleanup to conduct final inspection. The final inspection with the owner or resident is required for deposit refund. The Owner of the unit associated with the reservation will be billed for any damage expenses above the deposit amount and/or will be responsible for staff overtime in the event of noncompliance. A rules violation fine may be imposed.

## Pets

1. All pets must be registered with the Management Office within one week of occupancy. A clear photograph that includes the pet and pet owners must be submitted by the owner as part of the registration documents. Evidence of current inoculation must be submitted to the Management Office on an annual basis for all dogs and cats. Failure to do so will result in a monthly fine of \$50 per month until compliant.
2. The weight of a single dog may not exceed 40 pounds at mature age. Dogs in residence at the date of the adoption of this provision are exempt for life. Dogs subsequently obtained by the owner of a "grandfathered" dog are not exempt from this provision and must remain within the 40 pound weight limit at mature age.
3. The combined weight of two dogs in a single unit may not exceed 50 pounds at mature age. Dogs in residence at the date of the adoption of this provision are exempt for life.
4. As the date of adoption of this provision, the Association expressly does not permit breeds of Rottweilers, Doberman Pinschers and Pit Bulls in the 801 Building. Such dogs in residence at the date of the adoption of this provision are exempt for life.
5. Following a Complaint Hearing and ruling, any pet determined by the Board (or of Panel of 801 Board members) to be dangerous or a nuisance or menace may be permanently expelled from the 801 Community upon five (5) days written notice from the Board and the decision of the Board shall be final.
6. There is a limit of three pets per unit. Of the three allowed, not more than two may be of the same species per the guidelines noted in this "Pet" section.
7. Pet owners must keep pets on a short hand held lead (maximum 4 feet) when in the common areas, both inside and outside the building.
8. Pets must use the Service Entrance, located west of the lobby, to get into and out of the building. The lobby entrance doors are off limits to pets at all times, except when accessing the garage via the lobby garage entrance.
9. Pets are not permitted in the laundry, storage locker, party, ping pong or bike rooms. Pets are prohibited from playing in the common areas.
10. Pets are prohibited from relieving themselves inside the building, on the exterior of the building, on the plaza deck, building lawns, sidewalks, driveways, or landscaped areas. Pet owners are responsible for cleaning up their pet's wastes.
11. Pet waste must be disposed of only in sealed containers.

12. Visiting pets are subject to these rules. Management should be notified of visiting pets staying longer than seven days.
13. Prospective residents (either owners or their tenants) must sign a statement, when submitting the Sale/Lease Packet agreeing that they will abide by these rules, and agreeing to assume full responsibility for any damage caused by their pet or the pets of their guests.
14. Unit Owners shall be responsible for any damage, disturbance, or personal injury caused by their pet or a pet of their tenant or guest. Unit Owners are responsible for all fines incurred by their tenants.
15. Unit Owners, as well as their tenants, not complying with the Pet Rules will be notified of complaints in writing.
16. A violation of any kind will result in disciplinary action as outlined below in Violations and Fines.
17. In the case of pets causing a frequent nuisance after repeated violations, further action will be taken at the discretion of the Board of Directors, up to and including the eviction of said pet.
18. Decisions of the Board shall be final.

### **Violations, Fines and Procedures**

1. The Board of Directors of the 801 South Plymouth Court Apartment Condominium Association has the right to assess fines against unit owners, if they themselves, their children, their guests, their housekeepers, their personal employees, or their tenants violate any of these rules, in accordance with the Illinois Condominium Property Act.
2. Procedures for Handling Violations:
  - a. If you witness a violation of the rules, provide a written complaint to Management.
  - b. The Board of Directors (or of Panel empowered by an 801 Board) will contact the individual making the complaint via the Management Office.
  - c. The Unit Owner against whom the complaint is lodged will be asked, with reasonable notice, to appear before the Board and will be given the opportunity to be heard regarding the complaint.
  - d. Failure of the Unit Owner to appear at a mutually agreed time will automatically subject the unit owner to a fine.

- e. The Board of Directors, at its sole discretion, will determine the validity of the complaint and the appropriate action to be taken. All notifications of the Board of Directors' action shall be in written form.
- f. If a fine is assessed against a Unit Owner, the amount of the fine will be added to the Unit Owner's monthly statement prepared by Management. Payment of the fine is due by the first day of the month, the same day that the monthly assessment is due. Unpaid fines shall be a lien against the Unit.
- g. The amount of a fine is set by the Board of Directors. The general range of initial fines shall be posted. The initial fine amounts may be modified from time to time by the Board of Directors. Subsequent violations by a unit Owner will result in a progressive increase of fines.
- h. The Board reserves the right to assess any reasonable fine it deems appropriate depending on the severity of the offense regardless of the fine guidelines discussed above.
- i. In addition to fines, Unit Owners in violation of the rules will be responsible for the cost of repair associated with damages.
- j. The goal of Hearing process is to determine facts and find reasonable resolutions to issues, not simply to impose a fine. As warranted, the Board or Hearing Panel will make recommendations for actions that may or should be taken by the involved parties.